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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 4, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- a) Rodney L. Hadley and Beth T. Hadley, 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 as of April 20th, 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) The Option is freely assignable pursuant to its terms.
- 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 4, 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 4, LLC.


NOTARY PUBLIC FOR FLORIDA

My Commission Expires: 4/1/19

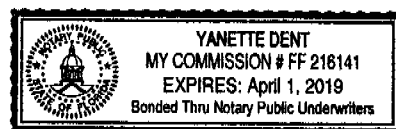


EXHIBIT A

LEGAL DESCRIPTION

The following described real property situate in Klamath County, Oregon:

Township 36 South, Range 14 East of the Willamette Meridian:

Section 20: The SW $\frac{1}{4}$ lying Southwesterly of the O.C. & E. Railroad right of way.

EXCEPTING THEREFROM that portion of Section 20 more particularly described as follows, to wit: Beginning at the intersection of the Easterly line of a County Road, known as Ivory Pine Road, and the Southerly line of the O.C. & E. Railroad right-of-way; thence running along said right-of-way in a straight line in a Southeasterly direction 10 chains; thence South parallel to the Easterly line of said county road 20 chains; thence Westerly parallel to the Southerly line of said railroad right-of-way 10 chains to the Easterly line of said road; thence North along said Easterly line 20 chains to the point of beginning.

ALSO SAVING AND EXCEPTING: Beginning at the intersection of the Easterly line of a county road, known as Ivory Pine Road, and the Southerly line of the O.C. & E. Railroad right of way, thence running along said O.C. & E. right of way in a straight line in a Southeasterly direction 660 feet to the true point of beginning; which is also the Northeast corner of the parcel of land excepted in "Parcel 2" of Volume M76 page 19665, Deed records of Klamath County, Oregon; thence continuing along said right of way in a Northerly direction to a point where the right of way line changes direction to the Southeast, thence continuing along said right of way in a Southeasterly direction 675 feet; thence leaving said right of way in a Southwesterly direction to a point which bears South parallel to said County Road 1320 feet; from the true point of beginning, said point also being the Southeast corner of that parcel of land excepted in "Parcel 2" of Volume M76 page 19665, Deed records of Klamath County, Oregon, thence North parallel to the Easterly line of said County Road 1320 feet to the true point of beginning.

Section 28: Beginning at a point where the Southerly right of way of the Klamath Falls-Lakeview Highway intersects the Westerly line of Section 28; thence South along said Section line 900 feet to a point; thence East 660 feet to a point; thence North 330 feet to a point; thence East to a point on the Southerly right-of-way of Klamath Falls-Lakeview Highway; thence Northwesterly along said Highway to the point of beginning.

ALSO INCLUDING that portion of the W $\frac{1}{4}$ of Section 28 lying between the O.C. & E. Railroad and the Klamath Falls-Lakeview Highway.

SAVING AND EXCEPTING THEREFROM the following: Beginning at the intersection of the North-South centerline of Section 28 and the Southerly line of the O.C. & E. Railroad right of way; thence south along said centerline to the North line of the Klamath Falls Lakeview Highway; thence along said North line in a Northwesterly direction 714 feet; thence leaving said North line at right angles and in a Northeasterly direction and running to the South line of the O.C. & E. Railroad right of way; thence along said South line of the Railroad right of way in a Southeasterly direction to the point of beginning.

Section 29: All land lying Northeasterly of the Klamath Falls-Lakeview Highway and Southwesterly of the O.C. & E. Railroad.

SAVING AND EXCEPTING THEREFROM the following: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying Southwesterly of the O.C. & E. Railroad, N $\frac{1}{4}$ N $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ all lying Northeasterly of Klamath Falls-Lakeview Highway.

SAVING AND EXCEPTING THEREFROM all the above that portion thereof lying within the right of way of the Oregon-California & Eastern Railroad Company and that portion thereof lying within the right of way of the Klamath Falls-Lakeview Highway.