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Fee: \$82.00

SECOND AMENDMENT TO OPTION AGREEMENT

DATE: July 2nd, 2016 ("Effective Date")

RICHARD V. RAJNUS AND DENISE M. PAULSEN WATA Richard V. Rajnus and Denise M. Rajnus, jointly as tenants by the entirety (collectively "Owner")

OR SOLAR 3, LLC, a Delaware limited liability company ("Company")

STATEMENT OF FACTS

A. WHEREAS, Owner and Company entered into an Option Agreement dated as of January 6, 2016, as amended by that First Amendment to Option Agreement dated as of May 5, 2016 (collectively the "Option Agreement"), for a portion of certain property located in Klamath County, Oregon, and

C. WHEREAS, the Company previously exercised its option to extend the term on April 29, 2016, in accordance with the Option Agreement, and Option Agreement remains in full force and effect as of the Effective Date of this Second Amendment to Option Agreement ("Amendment"); and

D. WHEREAS, the parties desire to amend the Option to extend the term of the Option Agreement, which following Company's exercise of the extension, is currently set to expire on August 1, 2016, all as set forth below in this Amendment.

NOW, THEREFORE, for and in consideration of the delivery of an additional payment to Owner from Company in the amount of FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) as well as the mutual covenants contained herein, Owner's receipt and the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Definitions.** Except as otherwise specifically set forth herein, capitalized terms will have the meaning set forth in the Option Agreement. As set forth below, this Amendment modifies the definition of "Term" as used in the Option Agreement.
2. **Amendment.** The parties have agreed to extend the term of the Option for an additional six (6) months. Company and Owner hereby agree that, notwithstanding any other provision of the Option, the term of the Option shall hereby be extended until 11:59 p.m. on February 1, 2017 (the "Term") in exchange for the additional one-time payment from Company to Owner of FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) (the "Amendment Extension Fee"), which shall be due and payable by Company to Owner within thirty (30) days of the Effective Date of this Amendment. The Amendment Extension Fee shall not be refundable and shall not be credited towards the Purchase Price at Closing.
3. **Recording of Amended Memorandum of Option.** Contemporaneously with executing this Amendment, Owner shall execute, acknowledge and deliver to Company an Amended Memorandum of Option attached hereto as "Exhibit 2."

Steve Schmitt
Returned at Counter

4. **Other Provisions.** The provisions of the Option Agreement that are not specifically amended or deleted by this Amendment remain unchanged and in full force and effect.
5. **Signatures, Authority.** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. Copies of signature by electronic scan, facsimile or otherwise shall be treated as original signatures. The signatories to this Amendment warrant that they have the authority to execute this Amendment on behalf of the party for whom they are signing and to bind such entity to this Amendment.
6. **Attorneys.** Each of the parties to this Amendment acknowledges that the party has consulted with the party's own legal counsel or has knowingly waived the party's right to do so.
7. **Statutory Warning**

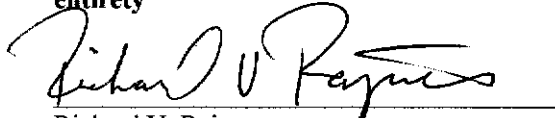
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Company have signed and acknowledged this Amendment on effective as of the date first written hereinabove.

OWNER:

RICHARD V. RAJNUS AND DENISE M. PAULSEN WATA Richard V. Rajnus and Denise M. Rajnus, jointly as tenants by the entirety


Richard V. Rajnus

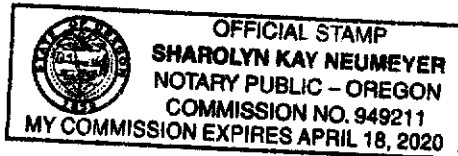

Denise M. Paulsen

STATE OF OREGON)
COUNTY OF KLAMATH)

Signed and sworn to (or affirmed) before me on this 12th day of July, 2016, by
RICHARD V. RAJNUS.

STATE OF OREGON)
COUNTY OF KLAMATH)

Signed and sworn to (or affirmed) before me on this 12th day of July, 2016, by
DENISE M. PAULSEN.



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Signed and sworn to (or affirmed) before me on this 9th day of August, 2016, by
Samir Verstyn, in their capacity as a duly authorized representative and on behalf of **OR SOLAR 3, LLC.**

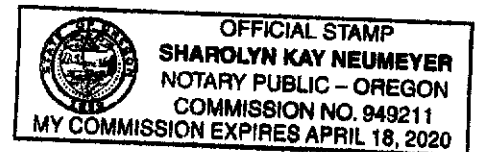


COMPANY:

OR SOLAR 3, LLC, a Delaware limited liability company

By:  SAMIR VERSTYN

Its: SECRETARY



Sharolyn Kay Neumeyer
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 18, 2020

Sharolyn Kay Neumeyer
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 18, 2020

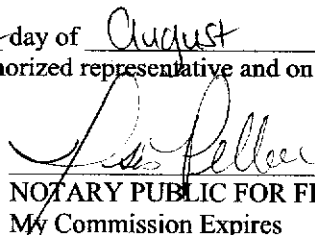

NOTARY PUBLIC FOR FLORIDA
My Commission Expires

EXHIBIT 1

Legal Description of Optioned Parcel

Certain real property located in the County of Klamath, State of Oregon, described as follows:

Portion of Parcel ID R110365

That portion of land situate within the Northeast 1/4 of Section 16, Township 41 South, Range 12 East, Willamette Meridian, Klamath County, State of Oregon, more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Drazil Road, a County Road, said point also being the northwest corner of that certain parcel of land as described in that Warranty Deed to The California Oregon Power Company, recorded on July 6, 1925, in Book 67, Page 224, Record of Deeds in Klamath County, Oregon, from which the 1/4 Corner common to Sections 9 & 16 of said Township bears North 01°25' West, 2519 feet distant;

Thence along said easterly right-of-way line, North 00°47' West, 35.33 feet;

Thence departing said easterly right-of-way line, North 89°13' East, 148.67 feet;

Thence South 00°47' East, 135.33 feet, more or less, to a point on the northerly right-of-way line of State Route 50 (Klamath Falls - Malin Highway);

Thence along said northerly right-of-way line, South 89°13' West, 48.67 feet, to the southeast corner of said Warranty Deed parcel;

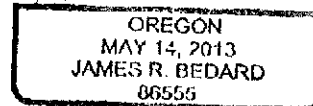
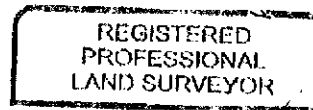
Thence departing said northerly right-of-way line, along the easterly line of said Warranty Deed parcel, North 00°47' West, 100 feet;

Thence along the northerly line of said Warranty Deed parcel, South 89°13' West, 100 feet, more or less, to the Point of Beginning.

Containing an area of 10,120 square feet, more or less.

Note: the above does not describe a legally subdivided parcel in accordance with Oregon Revised Statutes.

Prepared By: James R. Bedard, PLS 86555
Stantec Consulting Services Inc.
6995 Sierra Center Parkway
Reno, Nevada 89511-2279
(775) 850-0777



EXPIRES: 12/31/17

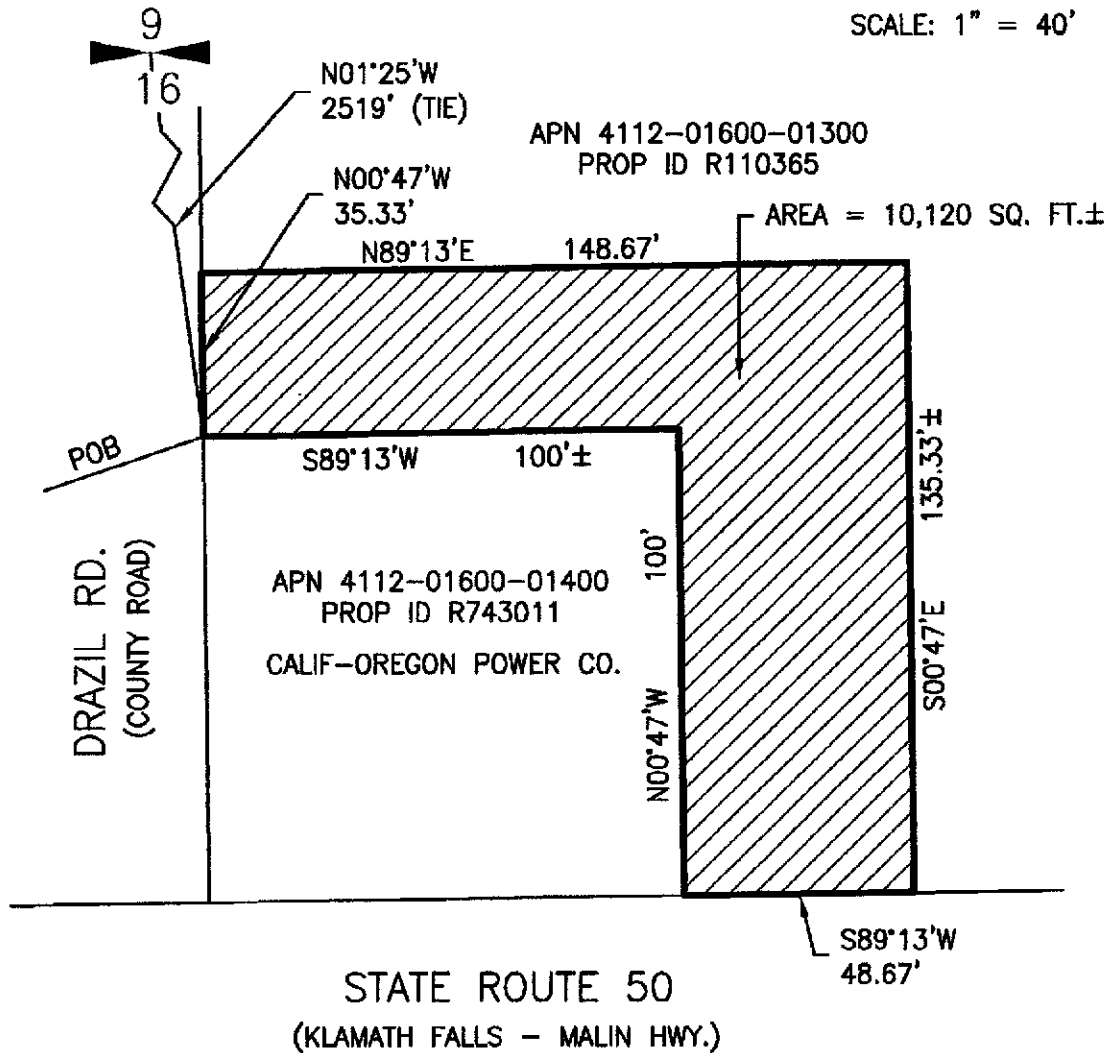
Reference:

Warranty Deed to The
California Oregon Power
Company, recorded July 6,
1925, in Book 67, Page
224, Record of Deeds in
Klamath County, Oregon.

NE 1/4 SECTION 16,
T41S, R12E, WM



SCALE: 1" = 40'



After recording return to:
OR Solar 3, LLC
c/o Origis Energy USA, Inc.
Attn: President
800 Brickell Ave., Suite 1100
Miami, FL 33131

SECOND AMENDED MEMORANDUM OF OPTION AGREEMENT

RICHARD V. RAJNUS AND DENISE M. PAULSEN WATA Richard V. Rajnus and Denise M. Rajnus, jointly as tenants by the entirety ("Owner"), and **OR SOLAR 3, LLC, a Delaware limited liability company** ("Company"), have entered into an Option Agreement dated January 6, 2015, as amended effective May 5, 2016, and as further amended effective July 12, 2016 (collectively the "**Option Agreement**"), wherein Owner has granted to Company the sole and exclusive option to purchase the property described in Exhibit A. The term of this option will expire at 11:59 p.m. on February 1, 2017.

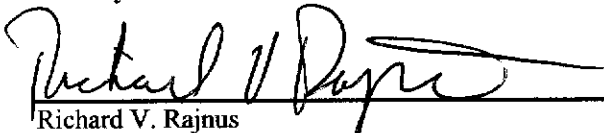
This Second Amended Memorandum of Option Agreement is being executed and recorded in the Official Records of Klamath County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.


[Signature Pages Follow]

IN WITNESS WHEREOF, Owner and Company have signed and acknowledged this Second Amended Memorandum of Option effective as of July __, 2016.

OWNER:

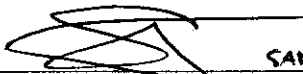
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Richard V. Rajnus


Denise M. Paulsen

COMPANY:

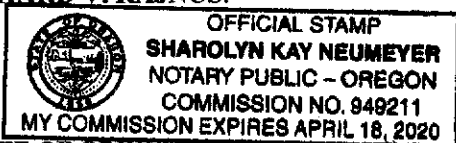
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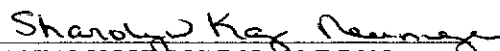
By:  SAMIR VERSTYN

Its: SECRETARY

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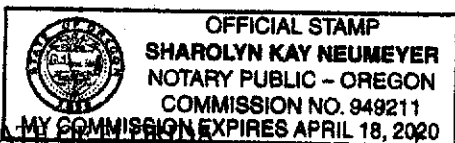
Signed and sworn to (or affirmed) before me on this 12th day of July, 2016 by
RICHARD V. RAJNUS.

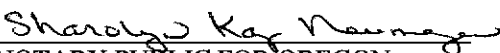



NOTARY PUBLIC FOR OREGON
My Commission Expires: April 18, 2020

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COUNTY OF KLAMATH)

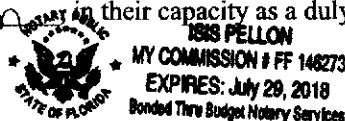
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My Commission Expires: April 18, 2020

STATE OF FLORIDA)
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Signed and sworn to (or affirmed) before me on this 9th day of August, 2016 by
Samir Verstyn in their capacity as a duly authorized representative and on behalf of **OR SOLAR 3, LLC.**




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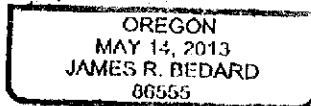
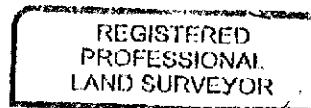
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