SUBSCRIPTION BOOKLET

Subscription Booklet is provided by OriginClear, Inc., a Nevada corporation with its principal place of business at 13575 58th Street N, Suite 200, Clearwater, Florida 33760 (the "**OCLN**") and Water on Demand, Inc., a Texas corporation ("**WODI**", and, together with OCLN, the "Offeror")) to the purchaser identified on the signature page to this Agreement (the "**Purchaser**") and is being delivered to the Purchaser in connection with Purchaser 's investment in the Offeror (the sum of which is the "Investment"). The Offeror is conducting a private placement (the "**Offering**") for an amount of up to $300,000,000 of investment units ("**Units**"), each Unit consisting of (i) 1 share of the Offeror's Series Y Convertible Preferred Stock (the "**Series Y Preferred Shares**") which are convertible into shares of OCLN Common Stock ("**OCLN Common Shares**") and entitle the holders to receive distributions of a pro rata share[1] of 25% of the quarterly net profits, calculated according to US GAAP, after all costs and expenses are deducted, including allocations of intercompany expenses and any interest expenses, but before the deduction of income taxes, as adjusted by any Operating Distribution as defined below, and after the deduction of any cumulative past losses (the "Net Profits") of the Company's wholly-owned subsidiary "Water On Demand 1, LLC" ("**WOD Subsidiary**"), having the rights set forth in the Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of the Series Y Convertible Preferred Stock of OriginClear, Inc. substantially in the form of Exhibit A to Annex C hereto (the "**Series Y Certificate of Designation**"), and (ii) Warrants ("**Warrants**"), exercisable for cash or on a cashless basis, to purchase shares of common stock of WODI ("**Common Stock**") substantially in the form of Exhibit B to Annex C hereto (the "**Warrants**"). The Units are being offered at a purchase price of $100,000 per Unit (the Series Y Preferred Shares, the Warrants, and the shares of Common Stock issuable upon conversion of the Series Y Preferred Shares and upon exercise of the Warrants are referred to collectively herein as the "**Securities**").

Each of the Series Y Preferred Shares is convertible into shares of OCLN Common Stock at the rate set forth in Section 6(i) of the Series Y Certificate of Designation attached hereto as Exhibit A of Annex B. As an incentive for subscribers making larger investments, the rate will be increased (made more favorable) depending on the size of the investment. Further, as an incentive for early subscribers of the Units, the Offeror may, at the Offeror's sole discretion, offer such earlier subscribers a rate that is higher (more favorable) than the rates offered to later Series Y subscribers by the application of an Investment Priority Multiplier (as described Section 6(i)(C) of the Series Y Certificate of Designation) according to the provisions of the Series Y Certificate of Designation. The conversion rate is also subject to a Conversion Price Lock. The Conversion Price Lock is initially set at. $0.25; however, the Offeror may, at its sole discretion and at any times during the Offering, increase the Conversion Price Lock in any increments for subsequent Purchasers. Purchaser's Investment Tier Multiplier, Investment Priority Multiplier, and Conversion Price Lock are as follows:

Investment Tier Multiplier:	1.0
Investment Priority Multiplier:	1.5
Conversion Price Lock:	$0.25

As stated in the Certificate of Designation the number of validly issued, fully paid and non-assessable

[1] Based on the number of shares of Series Y Preferred Stock held by the Purchaser as compared to each of the other Series Y shareholders also designating the Subsidiary.

shares of OCLN Common Stock issuable upon conversion of each share of Preferred Stock pursuant to 6(a) shall be calculated by dividing that number that is the Original Issue Price of a share of Preferred Stock, multiplied by the product of (1) the number of shares of Preferred Stock being converted and (2) the product of the Investment Priority Multiplier (the "IPM," as defined below) and the Investment Tier Multiplier (the "ITM," as defined below), divided by the lesser of (1) the Closing Price of the OCLN Common Shares (as defined below) and (2) the Conversion Price Lock (as defined below) (the "Conversion Rate"). The Conversion Rate is represented by this equation:

$$\frac{\text{(Original Issue Price) x (Number of Preferred Shares being Converted) x (IPM x ITM)}}{\text{The lesser of the Closing Price and the Conversion Price Lock}}$$

Solely by way of illustration, in the event a Purchaser hereunder purchases the minimum $100,000 investment of 1 Unit (which minimum subscription amount the Offeror may reduce at its discretion), such Purchaser would receive 1 share of Series Y Preferred Stock. Assuming an IPM of 150%, an ITM of 1.0, and a Closing Price of $0.20, that share would convert into 750,000 common shares, 1,500,0000 Warrants, and a pro rata share of 25% of the Net Profits of the Offeror's Subsidiary designated by Purchaser on Page 13 below.

The Offeror may accept the transfer of title to property or assets in lieu of cash from Purchasers in the Offering, provided the value of such property or assets is established by an independent third-party appraisal and proof of ownership and marketability. In such event, it is the Offeror's intention to monetize any such property or assets through sale of such property or assets, or borrowing against such property or assets, with an appropriate discount against such appraised value based on the reasonable projected costs of selling or borrowing against any such property or assets.

The net proceeds of this Offering, after the payment of offering-related expenses (the "Expenses"), will be used to fund the operations of the Subsidiary. The Offeror may, at its discretion, cause the Subsidiary to distribute to the Offeror in one or more increments at any time up to half the amount so initially funded to the Subsidiary for the Offeror's discretionary use as operating capital (the "Operating Distribution"). In this event, the Offeror will total the Expenses and Operating Distribution against the Investment and adjust the Net Profits to maintain 25% of the Net Profits on the Investment. In addition, the Offeror may charge the Subsidiary ordinary and reasonable management, operating, service, maintenance and parts and consumables fees; and this shall not affect the percentage of Net Profits.

The Offering hereunder will terminate on the earlier of (i) January 31, 2024, or (ii) the sale of $300,000,000 of Units, subject however, to the right of the Offeror to increase, terminate or extend this Offering at any time in its discretion and the Offeror's right to reject any subscription in whole or in part.

IMPORTANT INVESTOR NOTICES

NO OFFERING LITERATURE OR ADVERTISEMENT IN ANY FORM MAY BE RELIED UPON IN THE OFFERING OF THE UNITS EXCEPT FOR THIS SUBSCRIPTION AGREEMENT AND ANY SUPPLEMENTS HERETO (THE "**AGREEMENT**"), AND NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS EXCEPT THOSE CONTAINED HEREIN.

THIS AGREEMENT IS CONFIDENTIAL AND THE CONTENTS HEREOF MAY NOT BE REPRODUCED, DISTRIBUTED OR DIVULGED BY OR TO ANY PERSONS OTHER THAN THE RECIPIENT OR ITS REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. EACH PERSON WHO ACCEPTS

DELIVERY OF THIS AGREEMENT ACKNOWLEDGES AND AGREES TO THE FOREGOING RESTRICTIONS.

THIS AGREEMENT DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL OF THE INFORMATION THAT YOU MAY DESIRE IN EVALUATING THE COMPANY, OR AN INVESTMENT IN THE OFFERING. THIS AGREEMENT DOES NOT CONTAIN ALL OF THE INFORMATION THAT WOULD NORMALLY APPEAR IN A PROSPECTUS FOR AN OFFERING REGISTERED UNDER THE SECURITIES ACT. YOU MUST CONDUCT AND RELY ON YOUR OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN DECIDING WHETHER TO INVEST IN THE OFFERING.

THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION OF AN OFFER TO ANY PERSON OR IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION IS UNLAWFUL OR NOT AUTHORIZED. EACH PERSON WHO ACCEPTS DELIVERY OF THIS AGREEMENT AGREES TO RETURN IT AND ALL RELATED DOCUMENTS IF SUCH PERSON DOES NOT PURCHASE ANY OF THE UNITS DESCRIBED HEREIN.

NEITHER THE DELIVERY OF THIS AGREEMENT AT ANY TIME NOR ANY SALE OF UNITS HEREUNDER SHALL IMPLY THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. THE COMPANY WILL EXTEND TO EACH PROSPECTIVE INVESTOR (AND TO ITS REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, IF ANY) THE OPPORTUNITY, PRIOR TO ITS PURCHASE OF UNITS, TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE OFFERING AND TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES THE SAME OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN. ALL SUCH ADDITIONAL INFORMATION SHALL ONLY BE PROVIDED IN WRITING AND IDENTIFIED AS SUCH BY THE COMPANY THROUGH ITS DULY AUTHORIZED OFFICERS AND/OR DIRECTORS ALONE; NO ORAL INFORMATION OR INFORMATION PROVIDED BY ANY BROKER OR THIRD PARTY MAY BE RELIED UPON.

NO REPRESENTATIONS, WARRANTIES OR ASSURANCES OF ANY KIND ARE MADE OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN, IF ANY, THAT MAY ACCRUE TO AN INVESTOR IN THE COMPANY.

THIS AGREEMENT CONTAINS FORWARD-LOOKING STATEMENTS REGARDING THE COMPANY'S PERFORMANCE, STRATEGY, PLANS, OBJECTIVES, EXPECTATIONS, BELIEFS AND INTENTIONS. THE OUTCOME OF THE EVENTS DESCRIBED IN THESE FORWARD-LOOKING STATEMENTS IS SUBJECT TO SUBSTANTIAL RISKS, AND ACTUAL RESULTS COULD DIFFER MATERIALLY.

THE OFFERING PRICE OF THE UNITS HAS BEEN DETERMINED ARBITRARILY. THE PRICE OF THE UNITS DOES NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, EARNINGS OR BOOK VALUE OF THE COMPANY, OR TO POTENTIAL ASSETS, EARNINGS, OR BOOK VALUE OF THE COMPANY. THERE IS NO PUBLIC MARKET FOR THE COMPANY'S SERIES Y PREFERRED STOCK OR WARRANTS AND A LIMITED MARKET IN THE COMPANY'S COMMON STOCK AND THERE CAN BE NO ASSURANCE THAT AN ACTIVE TRADING MARKET IN ANY OF THE COMPANY'S SECURITIES WILL DEVELOP OR BE MAINTAINED. THE PRICE OF SHARES OF COMMON STOCK QUOTED ON THE OTC

MARKETS OR TRADED ON ANY EXCHANGE MAY BE IMPACTED BY A LACK OF LIQUIDITY OR AVAILABILITY OF SUCH SHARES FOR PUBLIC SALE AND ALSO WILL NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, EARNINGS, BOOK VALUE OR POTENTIAL PROSPECTS OF THE COMPANY. SUCH PRICES SHOULD NOT BE CONSIDERED ACCURATE INDICATORS OF FUTURE QUOTED OR TRADING PRICES THAT MAY SUBSEQUENTLY EXIST FOLLOWING THIS OFFERING.

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART FOR ANY REASON OR FOR NO REASON. THE COMPANY IS NOT OBLIGATED TO NOTIFY RECIPIENTS OF THIS AGREEMENT WHETHER ALL OF THE UNITS OFFERED HEREBY HAVE BEEN SOLD.

FOR RESIDENTS OF ALL STATES

THIS OFFERING IS BEING MADE SOLELY TO "ACCREDITED INVESTORS" (IN THE UNITED STATES), AS SUCH TERM IS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND WILL BE OFFERED AND SOLD IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION AFFORDED BY SECTION 4(a)(2) THEREUNDER AND REGULATION D (RULE 506) OF THE SECURITIES ACT AND CORRESPONDING PROVISIONS OF STATE SECURITIES LAWS.

THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS AGREEMENT AS INVESTMENT, LEGAL, BUSINESS, OR TAX ADVICE. EACH INVESTOR SHOULD CONTACT HIS, HER OR ITS OWN ADVISORS REGARDING THE APPROPRIATENESS OF THIS INVESTMENT AND THE TAX CONSEQUENCES THEREOF, WHICH MAY DIFFER DEPENDING ON AN INVESTOR'S PARTICULAR FINANCIAL SITUATION. IN NO EVENT SHOULD THIS AGREEMENT BE DEEMED OR CONSIDERED TO BE TAX ADVICE PROVIDED BY THE COMPANY.

FOR FLORIDA RESIDENTS ONLY

THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER § 517.061 OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH SUBSCRIBER TO THE COMPANY, AN AGENT OF THE COMPANY, OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH SUBSCRIBER, WHICHEVER OCCURS LATER.

1. PURCHASE OF UNITS AND AGGREGRATE PURCHASE PRICE

(a) Purchase of Units. The Purchaser understands and acknowledges that the purchase price to be remitted to the Offeror in exchange for the Units shall be set at $100,000 per Unit, for an aggregate purchase price as set forth on the signature page hereof (the "**Aggregate Purchase Price**"). While the minimum purchase price for investment in the Units is $100,000, the Offeror shall have the discretion of accepting Subscription Agreements at any time for purchases of less than $100,000. The Purchaser shall concurrently with delivery of this Agreement to the Offeror pay the Aggregate Purchase Price for the Units subscribed for hereunder, payable in United States Dollars, by wire transfer of immediately available funds to the Offeror in accordance with the wire instructions provided on Annex B, or by remitting a check using the Offeror's Federal Express account and address which are also provided on Annex B. The Purchaser understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, it is entering into a binding agreement.

(b) Issuance of Warrants. The Company will issue to the Investors warrants in the form attached hereto as Exhibit A (the "Warrants") to purchase from the Company a number of the Company's Preferred Shares, in an amount of up to_____ shares of the Company's common stock in accordance with the terms and conditions set forth in such Warrant.

2. ACCEPTANCE, OFFERING TERM AND CLOSING PROCEDURES

(a) Acceptance or Rejection. Subject to full, faithful and punctual performance and discharge by the Offeror of all of its duties, obligations and responsibilities as set forth in this Agreement and any other agreement entered into between the Purchaser and the Offeror relating to this subscription (collectively, the "**Transaction Documents**"), the Purchaser shall be legally bound to purchase the Units pursuant to the terms and conditions set forth in this Agreement. For the avoidance of doubt, upon the occurrence of the failure by the Offeror to fully, faithfully and punctually perform and discharge any of its duties, obligations and responsibilities as set forth in any of the Transaction Documents, which shall have been performed or otherwise discharged prior to the Closing, the Purchaser may, on or prior to the Closing (as defined below), at its sole and absolute discretion, elect not to purchase the Units and provide instructions to the Offeror to receive the full and immediate refund of the Aggregate Purchase Price. The Purchaser understands and agrees that the Offeror reserves the right to reject this subscription for Units in whole or part in any order at any time prior to the Closing for any reason or for no reason, notwithstanding the Purchaser's prior receipt of notice of acceptance of the Purchaser's subscription. In the event the Closing does not take place for any reason or no reason (including, without limitation, because the Offeror has terminated the Offering, which the Offeror may do at any time in its discretion), this Agreement and any other Transaction Documents shall thereafter be terminated and have no force or effect, and the parties shall take all steps, to ensure that the Aggregate Purchase Price shall promptly be returned or caused to be returned to the Purchaser without interest thereon or deduction therefrom.

(b) Closing. The closing of the purchase and sale of the Units hereunder (the "**Closing**") shall take place at the offices of the Offeror or such other place as determined by the Offeror and may take place in one of more closings. Closings shall take place on a Business Day promptly following the satisfaction of the conditions set forth in Section 5 below, as determined by the Offeror (the "**Closing Date**"). "**Business Day**" shall mean from the hours of 9:00 a.m. (Eastern Time) through 5:00 p.m. (Eastern Time) of a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to be closed. The Series Y Preferred Shares and Warrants comprising the Units purchased by the Purchaser will be delivered by the Offeror within 15 Business Days following the Closing Date.

(c) Following Acceptance or Rejection. The Purchaser acknowledges and agrees that this Agreement and any other documents delivered in connection herewith will be held by the Offeror. In the event that this Agreement is not accepted by the Offeror for whatever reason, which the Offeror expressly reserves the right to do, this Agreement, the Aggregate Purchase Price received (without interest thereon) and any other documents delivered in connection herewith will be returned to the Purchaser at the address of the Purchaser as set forth in this Agreement. If this Agreement is accepted by the Offeror, the Offeror is entitled to treat the Aggregate Purchase Price received as an interest free loan to the Offeror until such time as the Subscription is accepted.

3. THE SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Purchaser hereby acknowledges, agrees with and represents, warrants and covenants to the Offeror, as follows:

(a) The Purchaser has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized by all the necessary corporate actions, and no other acts or proceedings on the part of the Purchaser are necessary to authorize the execution, delivery or performance by the Purchaser of this Agreement, if applicable, and this Agreement constitutes a valid and legally binding obligation of the Purchaser, except as may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws of general application relating to or affecting the enforcement of rights of creditors, and except as enforceability of the obligations hereunder are subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(b) The Purchaser acknowledges its understanding that the Offering and sale of the Securities is intended to be exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), by virtue of Section 4(a)(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("**Regulation D**"). In furtherance thereof, the Purchaser represents and warrants to the Offeror and its affiliates as follows:

(i) The Purchaser realizes that the basis for the exemption from registration may not be available if, notwithstanding the Purchaser's representations contained herein, the Purchaser is merely acquiring the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Purchaser does not have any such intention.

(ii) The Purchaser realizes that the basis for exemption would not be available if the Offering is part of a plan or scheme to evade registration provisions of the Securities Act or any applicable state or federal securities laws.

(iii) The Purchaser is acquiring the Securities solely for investment purposes, and not with a view towards, or resale in connection with, any distribution of the Securities

(iv) The Purchaser has the financial ability to bear the economic risk of the Purchaser's investment, has adequate means for providing for its current needs and contingencies, and has no need for liquidity with respect to an investment in the Offeror.

(v) The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "**Advisors**") has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a prospective investment in the Securities. If other than an individual, the Purchaser also represents it has

not been organized solely for the purpose of acquiring the Securities.

(vi) The Purchaser has carefully reviewed and understands this Agreement in its entirety, including without limitation all Exhibits hereto (including the Series Y Certificate of Designation, the form of Warrant and the Security Agreement attached as Exhibit C) and including the Risk Factors set forth in Annex C. Without limiting the generality of the foregoing, the Purchaser is aware that, pursuant to the Series Y Certificate of Designation, upon conversion of shares of Series Y Preferred Stock, a Purchaser that holds securities of the Offeror that such Purchaser purchased in certain prior offerings of the Offeror will be entitled to Make-Good Shares (as defined therein), subject to the terms and conditions set forth therein, that a Purchaser that does not hold such securities purchased in such prior offerings of the Offeror will not be entitled to.

(vii) The Purchaser (together with its Advisors, if any) has received all documents requested by the Purchaser or its agents (including that which is attached hereto forming **Annex A, Annex B, and Annex C**), has carefully reviewed them and understands the information contained therein, prior to the execution of this Agreement.

(c) The Purchaser is not relying on the Offeror or any of its employees, agents, sub-agents or advisors with respect to the legal, tax, economic and related considerations involved in this investment. The Purchaser has relied on the advice of, or has consulted with, only its Advisors.

(d) The Purchaser has carefully considered the potential risks relating to the Offeror and a purchase of the Securities, and fully understands that the Securities are a speculative investment that involves a **high degree** of risk of loss of the Purchaser's entire investment. Among other things, the Purchaser has carefully considered each of the risks as described on **Annex C**, attached hereto.

(e) The Purchaser will not sell or otherwise transfer any Securities without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the Purchaser must bear the economic risk of its purchase because, among other reasons, the Securities have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the Purchaser is aware that the Securities are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("**Rule 144**"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The Purchaser understands that any sales or transfers of the Securities are further restricted by state securities laws.

(f) No oral or written representations or warranties have been made, or information furnished, to the Purchaser or its Advisors, if any, by the Offeror or any of its officers, employees, agents, sub-agents, affiliates, advisors or subsidiaries in connection with the Offering, other than any representations of the Offeror contained herein, and in subscribing for the Units, the Purchaser is not relying upon any representations other than those contained herein.

(g) The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to the Purchaser's net worth, and an investment in the Securities will not cause such overall commitment to become excessive.

(h) The Purchaser understands and agrees that the certificates for the Securities shall

bear substantially the following legend until (i) such Securities shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel acceptable to the Offeror, such Securities may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SHARES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SHARES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

(i) Neither the SEC nor any state securities commission has approved the Securities or passed upon or endorsed the merits of the Offering. There is no government or other insurance covering any of the Securities.

(j) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Offeror concerning the Offering, the Securities, and the business, financial condition, results of operations and prospects of the Offeror, and all such questions have been answered to the full satisfaction of the Purchaser and its Advisors, if any.

(k) In making the decision to invest in the Securities the Purchaser has relied solely upon the information provided by the Offeror in the Transaction Documents. To the extent necessary, the Purchaser has retained, at its own expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and the purchase of the Securities hereunder. The Purchaser disclaims reliance on any statements made or information provided by any person or entity in the course of Purchaser's consideration of an investment in the Securities other than the Transaction Documents.

(l) The Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby.

(m) The Purchaser is not relying on the Offeror or any of its employees, agents, or advisors with respect to the legal, tax, economic and related considerations of an investment in the Securities, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors.

(n) The Purchaser acknowledges that any estimates or forward-looking statements or projections furnished by the Offeror to the Purchaser were prepared by the management of the Offeror in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Offeror or its management and should not be relied upon.

(o) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the Offering that are in any way inconsistent with the information contained herein.

(p) (For ERISA plans only) The fiduciary of the ERISA plan (the "**Plan**") represents that such fiduciary has been informed of and understands the Offeror's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Offeror is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser or Plan fiduciary (i) is responsible for the decision to invest in the Offeror; (ii) is independent of the Offeror and any of its affiliates; (iii) is qualified to make such investment decision; and (iv) in making such decision, the Purchaser or Plan fiduciary has not relied primarily on any advice or recommendation of the Offeror or any of its affiliates.

(q) This Agreement is not enforceable by the Purchaser unless it has been accepted by the Offeror, and the Purchaser acknowledges and agrees that the Offeror reserves the right to reject any subscription for any reason or for no reason.

(r) The Purchaser will indemnify and hold harmless the Offeror and, where applicable, its directors, officers, employees, agents, advisors, affiliates and shareholders, and each other person, if any, who controls any of the foregoing from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) (a "**Loss**") arising out of or based upon any representation or warranty of the Purchaser contained herein or in any document furnished by the Purchaser to the Offeror in connection herewith being untrue in any material respect or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or therein.

(s) The Purchaser is, and on each date on which the Purchaser acquires restricted Securities will be, (i) an "Accredited Investor" as defined in Rule 501(a) under the Securities Act (in general, an "Accredited Investor" is deemed to be an institution with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 (excluding such person's principal residence) or annual income exceeding $200,000 or $300,000 jointly with his or her spouse and/or (ii) if the Purchaser is not a resident of the United States:

(t) The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Offering, and has so evaluated the merits and risks of such investment. The Purchaser has not authorized any person or entity to act as its Purchaser Representative (as that term is defined in Regulation D of the General Rules and Regulations under the Securities Act) in connection with the Offering. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(u) The Purchaser has reviewed, or had an opportunity to review, the OCLN's most recent Annual Report on Form 10-K filed with the SEC as well as all of OCLN's filings with the SEC since January 1, 2022 (the "SEC Filings"), all of which are deemed incorporated herein by reference, including, without limitation, all "Risk Factors" and "Forward Looking Statements" disclaimers contained in the SECFilings.

4. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Each of OCLN and WODI hereby acknowledge, agree with and represent, warrant and covenant to the Purchaser, as follows:

(a) Each of OCLN and WODI is a corporation, validly existing and in good standing under the laws of the respective state of incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) Each of OCLN and WODI has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Offeror and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Offeror.

(c) The execution, delivery and performance by the Offeror of this Agreement, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby party do not and will not conflict with or violate any provision of the Offeror's articles of incorporation or other organizational or charter documents.

5. CONDITIONS TO ACCEPTANCE OF SUBSCRIPTION

The Offeror's right to accept the subscription of the Purchaser is conditioned upon satisfaction of the following conditions precedent on or before the date the Offeror accepts such subscription:

(a) As of the Closing, no legal action, suit or proceeding shall be pending that seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Offeror contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement and shall be true and correct in all material respects as of the Closing as if made on the Closing Date (except for any such representations and warranties which are as of a different specific date).

6. MISCELLANEOUS PROVISIONS

(a) No inference shall be drawn in favor of or against any party by virtue of the fact that such party's counsel was or was not the principal draftsman of this Agreement.

(b) Each of the parties hereto shall be responsible to pay the costs and expenses of its own legal counsel in connection with the preparation and review of this Agreement and related documentation.

(c) Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(d) The representations, warranties and agreement of the Purchaser and the Offeror

made in this Agreement shall survive the execution and delivery of this Agreement and the delivery of the Securities.

(e) Any party may send any notice, request, demand, claim or other communication hereunder to the Purchaser at the address set forth on the signature page of this Agreement or to the Offeror at its primary office (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

(f) Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person or entity, the obligation of the Purchaser shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(g) This Agreement is not transferable or assignable by the Purchaser.

(h) Except as otherwise provided herein, this Agreement shall not be changed, modified or amended except by a writing signed by both (a) the Offeror and (b) the Purchasers.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to conflicts of law principles.

(j) The Offeror and the Purchaser hereby agree that any dispute that may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in _____ County, Florida , and they hereby submit to the exclusive jurisdiction of the federal and state courts of the State of Florida located in _____County with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement or any acts or omissions relating to the sale of the Securities hereunder, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, postage prepaid, in care of the address set forth herein or such other address as either party shall furnish in writing to the other.

(k) WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **LEAK OUT**.

The Purchaser hereby agrees that, for a period commencing on the date of this Agreement, and expiring on the date that the Purchaser does not beneficially own any Securities (the "Restricted Period"), Purchaser will not sell, dispose or otherwise transfer, directly or indirectly, (including, without limitation, any sales, short sales, swaps or any derivative transactions that would be equivalent to any sales or short positions) in any 90 day period more than 1% of the total outstanding shares of Common Stock of the Offeror as of the end of such 90 day period. The Purchaser agrees that the Offeror may have stop transfer instructions placed with the Offeror's transfer agent against transfer of shares held by Purchaser except in compliance with this Section 7. The Offeror may waive the limitations set forth in this Section 7 at any time in its sole discretion.

[Signature Pages Follow]

SUBSCRIBER MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the _____day of _____, 202__

_____ Series Y Shares subscribed for = $ _____
Aggregate Purchase Price

Manner in which Title is to be held (Please Check One):

1. ◉ Individual

2. ○ Joint Tenants with Right of Survivorship

3. ○ Community Property

4. ○ Tenants in Common

5. ○ Corporation/Partnership Limited Liability Offeror

6. ○ IRA

7. ○ Trust/Estate/Pension or Profit sharing Plan
Date Opened: _____

8. ○ As a Custodian for
_____
Under the Uniform Gift to Minors Act of the State of _____

9. ○ Married with Separate Property

10. ○ Keough

11. ○ Tenants by Entirety

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below.

YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE FOLLOWING PAGE.

EXECUTION BY NATURAL PERSONS

Exact Name in Which Title is to be Held

Name (Please Print)	Name of Additional Purchaser
Residence: Number and Street	Address of Additional Purchaser
City, State and Zip Code	City, State and Zip Code
Social Security Number	Social Security Number
Telephone Number	Telephone Number
Fax Number (if available)	Fax Number (if available)
E-Mail (if available)	E-Mail (if available)
(Signature)	(Signature of Additional Purchaser)

ACCEPTED this_____day of _____, 2023, on behalf of the Offeror.

ORIGINCLEAR, INC.

By: _____
Name: T. Riggs Eckelberry
Title: Chief Executive Officer

EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State/Country of Principal Office: _____

Federal Taxpayer Identification Number (or foreign equivalent): _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By:_____
Name:
Title:

ACCEPTED this_____day of _____, 202_, on behalf of the Offeror.

ORIGINCLEAR, INC.

By:_____
Name: T. Riggs Eckelberry
Title: Chief Executive Officer

ANNEX B

SUBSCRIPTION PRICE SENDING OPTIONS

A.) Check:

Send via FedEx overnight (email invest@originclear.com to use our FedEx account number).

Include in the envelope:

1. Check
2. Subscription Agreement

Address for Federal Express:

Administrative Manager OriginClear, Inc.
13575 58th Street N
Suite 200
Clearwater, FL 33760-3739
Toll Free: +1 (877) 440-4603

B.) Bankwire:

Please email invest@originclear.com for bank wire information.

You may send funds via bankwire AND remit Subscription Agreement via either:

1. Signature through DocuSign; or

2. Send the filled-out pages of the Subscription Agreement via email to (email: invest@originclear.com), Fax (323-315-2300) OR send the pages via FedEx overnight (email invest@originclear.com to use our FedEx account number).

EXHIBIT A

Form of Certificate of Designation of Rights, Powers, Preferences, Privileges, and Restrictions of the Series Y Convertible Preferred Stock of OriginClear, Inc.

CERTIFICATE OF DESIGNATION OF RIGHTS, POWERS, PREFERENCES, PRIVILEGES AND RESTRICTIONS OF THE SERIES Y CONVERTIBLE PREFERRED STOCK OF ORIGINCLEAR, INC.

I, T. Riggs Eckelberry, hereby certify that I am the Chief Executive Officer of OriginClear, Inc. (the "**Offeror**"), a corporation organized and existing under the Nevada Revised Statutes (the "**NRS**"), and further do hereby certify:

That, pursuant to the authority expressly conferred upon the Board of Directors of the Offeror (the "**Board**") under the Offeror's Articles of Incorporation, as amended (the "**Articles of Incorporation**"), the Board adopted on_____, 2021 certain resolutions creating a series of shares of preferred convertible stock designated as the Series Y Convertible Preferred Stock (the "**Preferred Stock**"); the Board subsequently adopted certain other resolutions that modified the terms of the Preferred Stock.

RESOLVED, that the Board designates the Series Y Convertible Preferred Stock and the number of shares constituting such series, and fixes the rights, powers, preferences, privileges and restrictions relating to such series in addition to any set forth in the Articles of Incorporation as follows:

SECTION 1. DESIGNATION OF SERIES. There shall hereby be created and established by this Certificate of Designation of Rights, Powers, Preferences, Privileges and Restrictions of the Series Y Convertible Preferred Stock of OriginClear, Inc. ("**Certificate of Designation**") a series of preferred stock of the Offeror designated as "Series Y Convertible Preferred Stock". The authorized number of shares of Preferred Stock initially constituting such series shall be Three Thousand (3,000). Each share of the Preferred Stock shall have an original issue price of $100,000 ("**Original Issue Price**"). Each share of Preferred Stock is convertible into shares of shares of the Offeror's common stock ("**Common Stock**") at the conversion rate set forth in Section 6(a)(i) below, as adjusted in accordance with Section 6 and Section 7 below. Capitalized terms not defined herein shall have the meaning as set forth in Section 11. The Preferred Stock shall have the rights, preferences and privileges set forth below:

SECTION 2. DIVIDENDS. The holders of the Preferred Stock (the "Holders") shall not be entitled to receive dividends on any outstanding shares of the Preferred Stock.

SECTION 3. DISTRIBUTION OF NET PROFITS FROM SUBSIDIARY. The Holders shall be entitled to receive, on a pro rata basis (based on the number of shares of Preferred Stock held by the shareholder as compared to each of the other holders of the Preferred Stock designating the Subsidiary, as defined below) and pari passu basis, a quarterly distribution of twenty-five percent (25%) of the quarterly Net Profits from the Offeror's wholly-owned subsidiary, "Water On Demand 1, LLC" ("**WOD,** "**WOD Subsidiary**" or the "**Subsidiary**"), paid within three (3) months of Subsidiary's accounting quarter-end. "Net Profits" are defined as Net Profits for the WOD Subsidiary calculated according to US GAAP, after all costs and expenses are deducted, including allocations of intercompany expenses and any interest expenses, but before the deduction of income taxes. Further, past losses shall be deducted from the calculation of "Net Profits" cumulatively and on the same pro rata basis as defined above, so that the quarterly distributions of twenty-five percent of the quarterly Net Profits will be paid net of any cumulative losses incurred in prior periods.

In the event the Offeror causes a Subsidiary's business operations to be terminated, or sells a Subsidiary or substantially all of its assets, or the Subsidiary business is otherwise discontinued, in addition to the distribution of net profits of the Subsidiary for the period of the Subsidiary's

accounting quarter prior to such termination or sale, the Holders shall be entitled to receive the distribution of, on a pro rata, pari passu basis, 25% of the proceeds, net of the Subsidiary's liabilities, from the liquidation of the Subsidiary's assets following such termination, or 25% of the proceeds, net of the Subsidiary's liabilities, derived from any such sale of Subsidiary or substantially all of its assets, in either case also net of any prior cumulative losses at the Subsidiary.

The rights of the Holders to the distribution of Net Profits from Subsidiary as defined in this Section 3 shall survive the conversion of the Series Y Convertible Preferred Stock into Common Stock. After any such conversion the distribution of Net Profits to the Holder shall take place as if the Holder still held the same number of Series Y Convertible Preferred Stock as it held prior to converting to Common Stock.

SECTION 4. LIQUIDATION PREFERENCE. In the event of any liquidation, dissolution or winding up of the Offeror, whether voluntary or involuntary, the holder of each outstanding share of the Preferred Stock shall be entitled to receive, out of the assets of the Offeror legally available for distribution to its shareholders upon such liquidation ("**Proceeds**"), whether such assets are capital or surplus of any nature, for each share of Preferred Stock an amount equal to Original Issue Price (as adjusted for any combinations, consolidations, stock distributions or stock dividends with respect to such shares), plus any accrued but unpaid distributions of the annual net profits of Subsidiary as provided in Section 3 above, before any distribution or payment may be made to the holders of any Common Stock. If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire Proceeds legally available for distribution to the holders of the Preferred Stock shall be distributed ratably among the holders of the Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this Section. Upon the completion of the distribution required by the foregoing and all other preferred distributions to other series of the Offeror's preferred stock, the remaining Proceeds available for distribution to shareholders shall be distributed ratably among the holders of all series of the Offeror's preferred stock and Common Stock.

SECTION 5. VOTING. The Preferred Stock will not entitle the Holders to any voting rights until such Preferred Stock has been converted pursuant to Section 6 or as required under applicable law.

SECTION 6. CONVERSION. Each share of Preferred Stock shall be convertible into validly issued, fully paid and non-assessable shares of Common Stock on the terms and conditions set forth in this Section 6.

(a) Holder's Conversion Right. At any time or times on or after the Initial Issuance Date, each Holder shall be entitled to convert any whole number of Preferred Stock into validly issued, fully paid and non-assessable shares of Common Stock at the Conversion Rate (as defined below).

(i) Conversion Rate. The number of validly issued, fully paid and non-assessable shares of Common Stock issuable upon conversion of each share of Preferred Stock pursuant to 6(a) shall be calculated by dividing that number that is the Stated Value of a share of Preferred Stock, multiplied by the product of (1) the number of shares of Preferred Stock being converted and (2) the product of the Investment Priority Multiplier (the "IPM," as defined below) and the Investment Tier Multiplier (the "ITM," as defined below), divided by the lesser of (1) the Closing Price of the Common Shares (as defined below) and (2) the Conversion Price Lock (as defined below) (the "Conversion Rate"). The Conversion Rate is represented by this equation:

$$\frac{\text{(Original Issue Price)} \times \text{(Number of Preferred Shares being Converted)} \times \text{(IPM} \times \text{ITM)}}{\text{The lesser of the Closing Price and the Conversion Price Lock}}$$

(A) Closing Price. The Closing Price ("Closing Price"), for any date, shall be calculated as follows: (i) if the Common Stock is listed or quoted on the OTCQB or a registered national securities exchange, the most recent bid price per share of the Common Stock as reported by Bloomberg Financial L.P. (based on a Trading Day from 9:30 a.m. Eastern Time to 4:02 p.m. Eastern Time); (ii) if the Common Stock is not then listed or quoted on the OTCQB and if prices for the Common Stock are then reported by the OTC Pink tier of the OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; or (iii) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Offeror.

(B) Conversion Price Lock. The Conversion Price Lock shall initially be set at $0.25 for the initial subscribers in the current Preferred Stock offering (the "Series Y Offering"); however, the Offeror may at its sole discretion at any times during the Series Y Offering increase the Conversion Price Lock in any increments for subsequent Preferred Stock subscribers.

(C) Investment Priority Multiplier. It is the Offeror's intent to incentivize and reward earlier Preferred Stock subscribers through a higher Conversion Rate than may be offered to later Preferred Stock subscribers. The Investment Priority Multiplier (IPM) shall initially be set at 1.5 for the initial subscribers in the Series Y Offering, and at the Offeror's sole discretion may be reduced in any increments down to no

lower than 1.0 at any time during the Series Y Offering.

(D) Investment Tier Multiplier. It is the Offeror's intent to incentivize and reward Preferred Stock subscribers making larger investments in the Series Y Offering and therefore the ITM Tier shall be determined by the Offeror in its sole discretion from time to time, which ITM Tier selection the Offeror may cancel or change at is sole discretion at any time). Accordingly, a further increase of the Conversion Rate for Preferred Stock subscribers based on those certain ITM Tiers shall be applied according to the ITM table below.

Tier	Size of Series Y Investment	Investment Tier Multiplier (ITM)
I	Up to $4,999,999	1
II	$5,000,000 to $19,999,999	1.1
III	$20,000,000 to $49,999,999	1.2
IV	$50,000,000 to $74,999,999	1.3
V	$75,000,000 to $99,999,999	1.4
VI	$100,000,000 and above	1.5

(ii) Make-Good Shares for Prior Eligible Holders. A Holder, who at the time such Holder was issued its shares of Series Y Preferred Stock being converted, was a holder of the Offeror's common stock, Series E Preferred Stock (such holder of Series E Preferred Stock is referred to herein as a "Prior E Series Holder"), Series F Preferred Stock, or Series G Preferred Stock (such holder of Series F Preferred Stock or Series G Preferred Stock is referred to herein as a "Prior Series F or G Holder"), which such Holder purchased from the Offeror in a financing transaction completed under Regulation D under the Securities Act of 1933, as amended since June 1, 2014 (a "Prior Eligible Holder"), upon any conversion of shares of Series Y Preferred Stock, will be entitled to additional shares (the "Make-Good Shares") of Common Stock (in addition to such shares as the Holder would receive pursuant to clause (i) above) in accordance with this clause (ii) (subject to adjustment in all cases for stock splits, stock dividends, and similar transactions).

(A) Make-Good Shares for Prior Series F or G Holders. A Prior Series F or G Holder will be entitled to Make-Good Shares calculated as follows. The number of Make-Good Shares for any such conversion will be equal to the difference between (a) the aggregate number of shares of common stock (multiplied by the New Investment Ratio and the Conversion Proportion) such Holder received as part of the Units purchased by such Holder that also included shares of Series F Preferred Stock or Series G Preferred Stock (the "Prior Units"), and (b) the number

of such shares of common stock that the Holder would have received (multiplied by the New Investment Ratio and the Conversion Ratio) had the aggregate purchase price paid by the Holder for such Prior Units been equal to the Original Investment Amount, and had the price used to calculate the number of such shares of common stock been the Conversion Price. The "Original Investment Amount" means the aggregate purchase price paid by the Prior Eligible Holder in the applicable prior financing transaction. The "New Investment Ratio" means the aggregate dollar amount of the Units including Series Y Preferred Stock purchased by the Holder (the "New Investment Amount"), divided by the Original Investment Amount (provided that the New Investment Ratio will not be greater than 1.0). The Conversion Proportion is equal to the number of shares of Series Y Preferred Stock being converted divided by the aggregate total number of shares of Series Y Preferred Stock originally issued to the Holder.

Solely by way of illustration, in the event a Prior Series F or G Holder purchased an aggregate of $200,000 in Original Investment Amount of Prior Units, such Holder was issued 1,000,000 shares of common stock as part of such Prior Units, calculated based on a price per share of common stock of $0.20, and such Holder purchased $100,000 in New Investment Amount, the New Investment Ratio for such Holder would be 0.5. In the event such Holder was issued 25 shares of Series Y Preferred Stock, and converted 12.5 of such shares of Series Y Preferred Stock to Common Stock, the Conversion Proportion for such conversion would be equal to 0.5. In the event the Conversion Price for such conversion would be equal to $0.10, the number of Make-Good Shares for such conversion would be equal to 250,000 (calculated as follows: [($200,000/$0.10)] * 0.5 *0.5] – [(0.5 * 1,000,000)* 0.5])

(B) Make-Good Shares for Prior Series E Holders that are not Prior Series F or G Holders. A Prior Series E Holder that is not a Prior Series F or G Holder will be entitled to Make-Good Shares calculated as follows. The number of Make-Good Shares for any such conversion will be equal to the difference between (a) the aggregate number of shares of common stock (multiplied by the New Investment Ratio and the Conversion Proportion) such Holder received, on an as-converted basis based on the conversion rate set forth in the Certificate of Designation of Series E Preferred Stock (the "Prior Series E Securities"), and (b) the number of such shares of common stock that the Holder would have received (multiplied by the New Investment Ratio and the Conversion Ratio) had the aggregate purchase price paid by the Holder for such Prior Series E Securities been equal to the Original Investment Amount, and had the price used to calculate the number of such shares of common stock been the Conversion Price.

(C) Make-Good Shares for Other Eligible Prior Holders. A Prior Eligible Holder that is not a Prior Series E Holder or a Prior Series F or G Holder will be entitled to Make-Good Shares calculated as follows. The number of Make-Good Shares for any such conversion will be equal to the difference between (a) the aggregate number of shares of common stock (multiplied by the New Investment Ratio and the Conversion Proportion) such Holder received upon such Holder's most recent purchase of shares of common stock (any of which are still held by such Holder) of the Offeror in a financing transaction completed under Regulation D (the "Other Prior Eligible Securities"), and (b) the number of such shares of common stock that the Holder would have received (multiplied by the New Investment Ratio and the Conversion Ratio) had the aggregate purchase price paid by the Holder for such Other Prior Eligible Securities been equal to the Original Investment Amount, and had the price used to calculate the number of such shares of common stock been the Conversion Price.

(iii) Fractional Shares. No fractional shares of Common Stock are to be issued upon the conversion of any Preferred Stock. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Offeror shall round such fraction of a share of Common Stock up to the nearest whole share.

(b) Mechanics of Conversion. The conversion of each share of Preferred Stock shall be conducted in the following manner:

(i) Holder's Conversion. To convert a share of Preferred Stock into validly issued, fully paid and non-assessable shares of Common Stock on any date (a "**Conversion Date**"), a Holder shall deliver (whether via facsimile or otherwise), for receipt on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion of the share(s) of Preferred Stock subject to such conversion in the form attached hereto as **Exhibit I** (the "**Conversion Notice**") to the Offeror. If required under any provision of this Section 6, within five (5) Trading Days following a conversion of any such Preferred Stock as aforesaid, such Holder shall surrender to a nationally recognized overnight delivery service for delivery to the Offeror the original certificates representing the share(s) of Preferred Stock so converted as aforesaid.

(ii) Offeror's Response. On or before the second (2nd) Trading Day following the date of receipt of a Conversion Notice by the Offeror (such date the "**Offeror's Conversion Notice Date**"), the Offeror shall transmit by facsimile an acknowledgment of confirmation, in the form attached hereto as **Exhibit II**, of receipt of such Conversion Notice to such Holder and the transfer agent for the Common Stock (the "**Transfer Agent**"), which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein. On or before the second (2^{nd}) Trading Day following the Offeror's Conversion Notice Date (such date the "**Conversion Certificate Date**"), the Offeror shall (1) provided that the Transfer Agent is participating in DTC Fast Automated

Securities Transfer Program, credit such aggregate number of shares of Common Stock to which such Holder shall be entitled to such Holder's or its designee's balance account with DTC through its Deposit and Withdrawal at Custodian system, or (2) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver (via reputable overnight courier) to the address as specified in such Conversion Notice, a certificate, registered in the name of such Holder or its designee, for the number of shares of Common Stock to which such Holder shall be entitled. If the number of shares of Preferred Stock represented by the Preferred Stock certificate(s) submitted for conversion is greater than the number of shares of Preferred Stock being converted, then the Offeror shall, if requested by such Holder, as soon as practicable and in no event later than three (3) Trading Days after receipt of the Preferred Stock certificate(s) and at its own expense, issue and deliver to such Holder (or its designee) a new Preferred Stock certificate representing the number of shares of Preferred Stock not converted.

(iii) Record Holder. The Person or Persons entitled to receive the shares of Common Stock issuable upon a conversion of Preferred Stock shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

(iv) Offeror's Failure to Timely Convert. If the Offeror shall fail, for any reason or for no reason, except in the case that the relevant Preferred Stock certificate is required to be and shall not have been timely received by the Transfer Agent, to issue to a Holder within three (3) Trading Days after the Offeror's Conversion Notice Date (whether via facsimile or otherwise) (the "**Share Delivery Deadline**"), a certificate for the number of shares of Common Stock to which such Holder is entitled and register such shares of Common Stock on the Offeror's share register or to credit such Holder's or its designee's balance account with DTC for such number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion of any shares of Preferred Stock (as the case may be) (a "**Conversion Failure**"), then, in addition to all other remedies available to such Holder, such Holder, upon written notice to the Offeror, (x) may void its Conversion Notice with respect to, and retain or have returned (as the case may be) any Preferred Stock that have not been converted pursuant to such Holder's Conversion Notice, provided that the voiding of a Conversion Notice shall not affect the Offeror's obligations to make any payments that have accrued prior to the date of such Conversion Notice pursuant to the terms of this Certificate of Designation or otherwise and (y) the Offeror shall pay in cash to such Holder on each day after such Conversion Certificate Date that the issuance of such shares of Common Stock is not timely effected an amount equal to 1.0 % of the product of (A) the aggregate number of shares of Common Stock not issued to such Holder on a timely basis and to which the Holder is entitled and the Closing Sale Price of the Common Stock on the Trading Day immediately preceding the last possible date on which the Offeror could have issued such shares of Common Stock to the Holder. In addition to the foregoing, if within three (3) Trading Days after the Offeror's Conversion Notice Date, the Offeror shall fail to issue and deliver a certificate to such Holder and register such shares of Common Stock on the Offeror's share register or credit such Holder's or its

designee's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be), and, if on or after the Conversion Certificate Date, such Holder (or any other Person in respect, or on behalf, of such Holder) purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such conversion that such Holder so anticipated receiving from the Offeror, then, in addition to all other remedies available to such Holder, the Offeror shall, within three (3) Business Days after such Holder's request and in such Holder's discretion, either pay cash to such Holder in an amount equal to such Holder's total purchase price (including brokerage commissions and other out-of- pocket expenses, if any) for the shares of Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of such Holder) (the "**Buy-In Price**"), at which point the Offeror's obligation to so issue and deliver such certificate or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to such Holder a certificate or certificates representing such shares of Common Stock or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) and pay cash to such Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Conversion Notice and ending on the date of such issuance and payment under this clause (ii).

(v) Pro Rata Conversion; Disputes. In the event the Offeror receives a Conversion Notice from more than one Holder for the same Conversion Date and the Offeror can convert some, but not all, of such Preferred Stock submitted for conversion, the Offeror shall convert from each Holder electing to have Preferred Stock converted on such date a pro rata amount of such Holder's Preferred Stock submitted for conversion on such date based on the number of shares of Preferred Stock submitted for conversion on such date by such Holder relative to the aggregate number of shares of Preferred Stock submitted for conversion on such date.

(vi) Book-Entry. Notwithstanding anything to the contrary set forth in this Section 6, upon conversion of any Preferred Stock in accordance with the terms hereof, no Holder thereof shall be required to physically surrender the certificate representing the Preferred Stock to the Offeror following conversion thereof unless (A) the full or remaining number of shares of Preferred Stock represented by the certificate are being converted (in which event such certificate(s) shall be delivered to the Offeror as contemplated by this 6(b)(vi)) or (B) such Holder has provided the Offeror with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of Preferred Stock upon physical surrender of any shares of Preferred Stock. Each Holder and the Offeror shall maintain records showing the

number of shares of Preferred Stock so converted by such Holder and the dates of such conversions or shall use such other method, reasonably satisfactory to such Holder and the Offeror, so as not to require physical surrender of the certificate representing the Preferred Stock upon each such conversion. In the event of any dispute or discrepancy, such records of the Offeror establishing the number of shares of Preferred Stock to which the Holder is entitled shall be controlling and determinative in the absence of manifest error. A Holder and any transferee or assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of any Preferred Stock, the number of shares of Preferred Stock represented by such certificate may be less than the number of shares of Preferred Stock stated on the face thereof. Each certificate for Preferred Stock shall bear the following legend:

> ANY TRANSFEREE OR ASSIGNEE OF THIS CERTIFICATE SHOULD CAREFULLY REVIEW THE TERMS OF THE CORPORATION'S CERTIFICATE OF DESIGNATION RELATING TO THE SHARES OF SERIES Y CONVERTIBLE PREFERRED STOCK THAT MAY BE REPRESENTED BY THIS CERTIFICATE, INCLUDING SECTION 6(b)(vi) THEREOF. THE NUMBER OF SHARES OF SERIES Y CONVERTIBLE PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE MAY BE LESS THAN THE NUMBER OF SHARES OF SERIES Y CONVERTIBLE PREFERRED STOCK STATED ON THE FACE HEREOF PURSUANT TO SECTION 6(b)(vi) OF THE CERTIFICATE OF DESIGNATION RELATING TO THE SHARES OF SERIES Y PREFERRED CONVERTIBLE STOCK REPRESENTED BY THIS CERTIFICATE.

(c) Taxes. The Offeror shall pay any and all documentary, stamp, transfer (but only in respect of the registered Holder thereof), issuance and other similar taxes that may be payable with respect to the issuance and delivery of shares of Common Stock upon the conversion of shares of Preferred Stock.

(d) Limitation on Beneficial Ownership. Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time may all or a portion of the Preferred Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock owned by the Holder at such time, the number of shares of Common Stock that would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the 1934 Act), and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the "**4.99% Beneficial Ownership Limitation**"); provided, however, that, upon the Holder providing the Offeror with sixty-one (61) days' advance notice (the "**4.99% Waiver Notice**") that the Holder would like to waive this Section 6(d) with regard to any or all shares of Common Stock issuable upon conversion of the Preferred Stock, this Section 6(d) will be of no force or effect with regard to all or a portion of the Preferred Stock referenced in the 4.99% Waiver Notice but shall in no event waive the 9.99% Beneficial Ownership Limitation

described below. Notwithstanding anything to the contrary set forth in this Certificate of Designation, at no time may all or a portion of the Preferred Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion, when aggregated with all other shares of Common Stock owned by the Holder at such time, would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the 1934 Act and the rules thereunder) in excess of 9.99% of the then- issued and outstanding shares of Common Stock outstanding at such time (the "**9.99% Beneficial Ownership Limitation**" and the lower of the 9.99% Beneficial Ownership Limitation and the 4.99% Beneficial Ownership Limitation then in effect, the "**Maximum Percentage**"). By written notice to the Offeror, a holder of Preferred Stock may from time to time decrease the Maximum Percentage to any other percentage specified in such notice. For purposes hereof, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Offeror's most recent Annual Report on Form 10-K, Quarterly Report on Form l0-Q, Current Report on Form 8-K or other public filing wi1h the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Offeror or (3) any other notice by the Offeror setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a holder of Preferred Stock, the Offeror shall within three (3) Business Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Offeror, including the Preferred Stock, by the Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported, that in any event are convertible or exercisable, as the case may be, into shares of Common Stock within 60 days' of such calculation and that are not subject to a limitation on conversion or exercise analogous to the limitation contained herein. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

SECTION 7. REDEMPTION RIGHTS. The Offeror may, in its sole discretion, at any time while the Preferred Stock is outstanding, redeem all or any portion of the outstanding Preferred Stock upon the issuance to the Holders of such number of Common Stock, valued at the Closing Price on the effective date of such redemption (as calculated in Section 6(a)(i)(A) herein), as shall equal the Original Issue Price (as adjusted for any combinations, consolidations, stock distributions or stock dividends with respect to such shares) plus any accrued but unpaid distributions of 25% of Subsidiary's annual net profits. In the event the Offeror exercises such redemption right for less than all of the then-outstanding shares of Preferred Stock, the Offeror shall redeem the outstanding shares of the Holders on a pro rata basis. Any such redemption shall not affect the ongoing pro rata distribution of the net profits of Subsidiary to the redeemed Holder after redemption.

SECTION 8. AUTHORIZED COMMON SHARES. So long as any of the Preferred

Shares are outstanding, the Offeror shall take all action necessary to keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Preferred Shares, as of any given date, 100% of the number of shares of Common Stock as shall from time to time be necessary to effect the conversion of all of the Preferred Stock.

SECTION 9. NOTICES. Any notice required hereby to be given to the Holders shall be deemed given if deposited in the United States mail, postage prepaid, or provided by fax or e-mail, to each Holder of record at his, her or its address appearing on the books of the Offeror.

SECTION 10. SHAREHOLDER MATTERS; AMENDMENT.

(a) Shareholder Matters. Any shareholder action, approval or consent required, desired or otherwise sought by the Offeror pursuant to the NRS, the Articles of Incorporation, this Certificate of Designation or otherwise with respect to the issuance of shares of Preferred Stock may be effected by written consent of the Offeror's shareholders or at a duly called meeting of the Offeror's shareholders, all in accordance with the applicable rules and regulations of the NRS. This provision is intended to comply with the applicable sections of the NRS permitting shareholder action, approval and consent affected by written consent in lieu of a meeting.

(b) Amendment. This Certificate of Designation or any provision hereof may be amended by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting in accordance with the NRS, of the Holders owning a majority of the shares of Preferred Stock remaining at the time of the vote, voting separate as a single class, and with such other shareholder approval, if any, as may then be required pursuant to the NRS and the Articles of Incorporation.

SECTION 11. CERTAIN DEFINED TERMS. For purposes of this Certificate of Designation, the following terms shall have the following meanings:

(a) "**1934 Act**" means the Securities Exchange Act of 1934, as amended.

(b) "**Affiliate**" as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "**control**" (including, with correlative meanings, the terms "**controlling**", "**controlled by**" and "**under common control with**"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such latter Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors of such former Person.

(c) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by

law to remain closed.

(d) "**Common Stock**" means (i) the Offeror's shares of common stock, par value $0.0001 per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(e) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(f) "**Principal Market**" means The OTCQB, OTCQX, Pink Sheets, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange or NYSE American.

(g) **"Subscription Agreement**" means that certain Subscription Agreement by and among the Offeror and the initial holders of shares of Preferred Stock, dated as of the Initial Issuance Date, as may be amended from time in accordance with the terms thereof.

(h) "**Successor Entity**" means the Person or Entity formed by, resulting from or surviving any Fundamental Transaction or the Person or Entity with which such Fundamental Transaction shall have been entered into.

(i) "**Trading Day**" means, as applicable, (i) with respect to all price determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) or (ii) with respect to all determinations other than price determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

(j) "**Transaction Document**" means the Subscription Agreement and any other document related thereto.

(k) "**Voting Stock**" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers, trustees or other similar governing body of such Person (irrespective of

whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 12. MISCELLANEOUS.

(a) The headings of the various sections and subsections of this Certificate of Designation are for convenience of reference only and shall not affect the interpretation of any of the provisions of this Certificate of Designation.

(b) Whenever possible, each provision of this Certificate of Designation shall be interpreted in a manner as to be effective and valid under applicable law and public policy. If any provision set forth herein is held to be invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions of this Certificate of Designation. No provision herein set forth shall be deemed dependent upon any other provision unless so expressed herein. If a court of competent jurisdiction should determine that a provision of this Certificate of Designation would be valid or enforceable if a period of time were provision in question effective and valid under applicable law.

(c) Except as may otherwise be required by law, the shares of the Preferred Stock shall not have any powers, designations, preferences or other special rights, other than those specifically set forth in this Certificate of Designation.

IN WITNESS WHERE OF, the Offeror has caused this Certificate of Designation of Series Y Convertible Preferred Stock of OriginClear, Inc. to be signed by its Chief Executive Officer on this ___day of _____, 202_.

OriginClear, Inc.

By: _____
T. Riggs Eckelberry, Chairman & CEO

EXHIBIT B

Form of Warrant

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO AN AVAILABLE EXEMPTION THEREFROM.

Warrant to purchase _____, 202_
Shares of Common Stock

ORIGINCLEAR, INC

Warrant Agreement

OriginClear, Inc., a Nevada corporation (the "**Company**"), certifies that, for value received, _____, or his, her or its successors or assigns (each person or entity holding all or a part of this Warrant being referred to as a "**Holder**") is the registered holder of this Warrant (the "**Warrant**") to subscribe for the purchase of that number of the shares of common stock of the Company (the "**Common Stock**") as shall equal 200% of the Conversion Rate as defined in the Series Y Certificate of Designation (the "**Warrant Shares**"), each Warrant Share having a par value $0.0001 per share. The Warrant entitles the Holder to purchase from the Company, at any time prior to the Expiration Date (as defined below) and in any number of partial increments, the Warrant Shares for $0.25 per Warrant Share (the "**Exercise Price**"), on the terms and conditions hereinafter provided, including without limitation, the limitations set forth in Section 1.3. The Exercise Price and the number of Warrant Shares purchasable upon exercise hereof are subject to adjustment as provided herein.

1. Expiration Date; Exercise

1.1 Expiration Date. The Warrant shall expire at 5:30 pm New York time on _____, 202_ [five years from closing date under the Subscription Agreement] (the **"Expiration Date**").

1.2 Manner of Exercise. (a) Cash Exercise

The Warrants are exercisable by delivery to the Company of the following (the "**Exercise Documents**"):

(a) a copy of this Warrant, (b) a written notice of election to exercise the Warrant as set forth on **Schedule A** hereto; and (c) payment of the Exercise Price in cash by wire transfer or certified check. Within three (3) business days following receipt of the foregoing, the Company shall execute and deliver to the Holder: (a) a certificate or certificates representing

the aggregate number of Warrant Shares purchased by the Holder, and (b) if less than all of the Warrant Shares evidenced by this Warrant are purchased, the original Warrant is returned to the Company, and a new warrant is requested by the Holder, a new warrant in form substantially identical hereto evidencing the right to purchase the remaining Warrant Shares not so acquired by the Holder.

(b) Cashless Exercise

In lieu of an exercise for cash in accordance with Section 1.2(a), at the election of the Holder this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive the number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = will be equal to the average closing sale price of the Common Stock for the five trading days prior to the date of receipt by the Company of the Exercise Notice (subject in all cases for adjustment for stock splits, stock dividends, and similar transactions).

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a "cashless exercise," the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 1.2(b).

2. Adjustments of Exercise Price and Number and Kind of Warrant Shares

2.1 Stock Dividends, Stock Splits, Combinations. In the event that the Company shall at any time hereafter (a) pay a dividend in Common Stock or securities convertible into Common Stock; (b) subdivide or split its outstanding Common Stock; (c) combine its outstanding Common Stock into a smaller number of shares; then the number of Warrant Shares exercisable pursuant hereto immediately after the occurrence of any such event shall be adjusted so that the Holder thereafter may receive the number of Warrant Shares it would have owned immediately following such action if it had exercised the Warrant immediately prior to such action and the Exercise Price shall be adjusted to reflect such proportionate increases or decreases in the number of shares.

2.2 Reclassifications. In case of any reclassification of the outstanding shares of Common Stock (other than a change covered by Section 2.1 hereof or a change which solely affects the par value of such shares) or in the case of any merger or consolidation or merger in which the Company is not the continuing corporation and which results in any reclassification or capital reorganization of the outstanding shares), the Holder

shall have the right thereafter (until the Expiration Date) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property receivable upon such reclassification, capital reorganization, merger or consolidation, by a Holder of the number of shares of Common Stock obtainable upon the exercise of the Warrant immediately prior to such event; and if any reclassification also results in a change in shares covered by Section 2.1, then such adjustment shall be made pursuant to both this Section 2.2 and Section 2.1 (without duplication). The provisions of this Section 2.2 shall similarly apply to successive reclassifications, capital reorganizations and mergers or consolidations, sales or other transfers.

3. Loss or Mutilation. Upon receipt of evidence reasonably satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of this Warrant, and of an indemnity reasonably satisfactory to it, and (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will execute and deliver in lieu thereof a new Warrant of like tenor as the lost, stolen, destroyed or mutilated Warrant.

4. Severability. If any term, provision, covenant or restriction of this Warrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Warrant shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Notices. All notices, requests, consents and other communications required hereunder shall be in writing and shall be effective when delivered or, if delivered by registered or certified mail, postage prepaid, return receipt requested, shall be effective on the third day following deposit in United States mail: to the Holder, at the Holder's address of record initially on the register of holders of warrants maintained by the Company and if addressed to the Company, at its principal executive offices.

6. No Rights as Shareholder. The Holder shall have no rights as a shareholder of the Company with respect to the Warrant Shares issuable upon exercise of the Warrant until the receipt by the Company of all of the Exercise Documents.

ORIGINCLEAR, INC.

By: _____
T. Riggs Eckelberry
Chief Executive Officer

SCHEDULE A - NOTICE OF EXERCISE

(To be signed only upon exercise of the Warrant)

To: OriginClear, Inc. (the "**Company**")

The undersigned hereby elects to purchase shares of Common Stock (the "**Warrant Shares**") of OriginClear, Inc. (the "**Company**"), pursuant to the terms of the enclosed warrant (the "**Warrant**").

The undersigned:

_____(i) tenders herewith payment of the exercise price in cash for_____Warrant Shares pursuant to the terms of the Warrant; or

_____(ii) elects a cashless exercise pursuant to the terms of the Warrant pursuant to which the Holder will receive_____shares of common stock for the single or incremental exercise of____the Warrant, calculated as follows:

_____

_____

The undersigned hereby represents and warrants to, and agrees with, the Company as follows:

1. Holder is acquiring the Warrant Shares for its own account, for investment purposes only.

2. Holder understands that an investment in the Warrant Shares involves a high degree of risk, and Holder has the financial ability to bear the economic risk of this investment in the Warrant Shares, including a complete loss of such investment. Holder has adequate means for providing for its current financial needs and has no need for liquidity with respect to this investment.

3. Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Warrant Shares and in protecting its own interest in connection with this transaction.

4. Holder understands that the Warrant Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws. Holder is familiar with the provisions of the Securities Act and Rule 144 thereunder and understands that the restrictions on transfer on the Warrant Shares may result in Holder being required to hold the Warrant Shares for an indefinite period of time.

5. Holder agrees not to sell, transfer, assign, gift, create a security interest in, or otherwise dispose of, with or without consideration (collectively, "**Transfer**") any of the Warrant Shares except pursuant to an effective registration statement under the Securities Act or an exemption from registration.

Each certificate evidencing the Warrant Shares will bear the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE EXERCISED, SOLD, PLEDGED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE."

Dated: _____

By: _____

EXHIBIT C

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of_____, 202_, by and among OriginClear, Inc., a Nevada corporation with its principal place of business at 13575 58th Street N, Suite 200, Clearwater, Florida 33760 ("Company") and the secured party or parties signatory hereto as amended from time to time, and their endorsees, transferees and assigns (collectively, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to a Subscription Agreement between the Company and the Secured Party (the "Purchase Agreements"), the Company has agreed to issue to the Secured Party and the Secured Party has agreed to purchase from the Company, shares of the Company's Series Y Preferred Stock and certain other securities (collectively, the "Securities"); and

WHEREAS, pursuant to the Purchase Agreements and the Amended and Restated Certificate of Designation of the Series Y Preferred Stock, the Secured Party's investment funds in purchasing the Securities shall be utilized by the Company to fund the operations of one of its "Water On Demand" wholly-owned subsidiaries designated by the Secured Party in the Subscription Agreement between the Secured Party and the Company of even date herewith (the "Subsidiary"); and

WHEREAS, the Company has agreed to cause Subsidiary to pay to the Secured Party on a pro-rata and pari passu basis (as among all holders of the Series Y Preferred Stock based on number of shares of Series Y Preferred Stock held) (i) 25% the Net Profits of Subsidiary (as defined in the Certificate of Designation), paid within 90 days of each Quarter of Subsidiary's accounting year, (ii) in the event the Company causes Subsidiary's business operations to be terminated, or sells Subsidiary or substantially all of its assets, in addition to the distribution of net profits of Subsidiary for the period of Subsidiary's accounting year prior to such termination or sale, the Holders shall be entitled to receive the distribution of, on a pro rata, pari passu basis, 25% of the proceeds, net of the Subsidiary's liabilities and any cumulative losses from previous periods, from the liquidation of Subsidiary's assets following such termination, or 25% of the proceeds, net of the Subsidiary's liabilities and any cumulative losses from previous periods, derived from any such sale of Subsidiary or substantially all of its assets. (the "Secured Obligation"); and

WHEREAS, in order to induce the Secured Party to purchase the Securities, the Company and Subsidiary have agreed to execute and deliver to the Secured Party this Agreement for the benefit of the Secured Party and to grant to it a first priority security interest in certain property of the Company (on a pro rata and pari passu basis among all holders of the Series Y Preferred Stock) to secure the prompt payment, performance and discharge of the Secured Obligation;

NOW, THEREFORE, in consideration of the agreements herein contained and for other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC shall have the respective meanings given such terms in Article 9 of the UCC.

(a) "Collateral" means all of the outstanding capital stock of Subsidiary.

(b) "UCC" means the Uniform Commercial Code, as currently in effect in the State of New York.

2. Security Interest. (a) Company hereby assigns and grants to Secured Party a first priority security interest and continuing lien in all of the Company's right, title and interest in and to the Collateral, regardless of where located, including all insurance claims and other rights to payment related to the foregoing, and products of the foregoing and all accessions to, substitutions and replacements for, each of the foregoing (all of the foregoing described property is referred to herein as the "Collateral").

3. Secured Parties. The Secured Party is one of many secured parties and Secured Party's security interest will be deemed to be held on a pro rata and pari passu basis with the other secured parties (the holders of the Company's Series Y Preferred Stock). The number and identity of the other secured parties will be deemed to be amended from time to time accordingly.

4. Representations, Warranties, Covenants and Agreements of the Company. The Company represents and warrants to, and covenants and agrees with, the Secured Party as follows:

(a) Company is the owner of the Collateral, and no other person or entity has any right, title, claim or interest in, against or to the Collateral.

(b) This Agreement (i) has been duly authorized by all necessary corporate action of the Company, (ii) has been duly executed by the Company, and (iii) constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally.

(c) Company's place of business (or, if Company has more than one place of business, its principal executive office) is located at 13575 58th Street North, Suite 200, Clearwater, FL 33760-3739. The Company's true legal name is as set forth in the preamble to this Agreement. The Company's jurisdiction of formation is and has been, as set forth in the preamble to this Agreement. Company does not do business under any trade name or fictitious business name. Company will notify Secured Party, in writing, within at least thirty (30) days of any change in its place of business or jurisdiction of formation or the adoption or change of its legal name, any trade name or fictitious business name, and will upon request of Secured Party, execute or authenticate any additional financing statements or other certificates or records necessary to reflect any change in its place of

business or jurisdiction of formation or the adoption or change in its legal name, trade names or fictitious business name.

5. Protection of Collateral by Company.

(a) Company will not, without the prior written consent of Secured Party, sell, transfer or dispose of any Collateral. Company may encumber the Collateral through junior liens subordinated to the senior lien of the Secured Party in accordance with this Agreement. For purposes of this Agreement, granting license or sublicense rights to the Collateral shall not be deemed a sale, transfer or disposition of such Collateral, unless the agreement of license or sublicense creates in the licensee or sublicensee rights in the Collateral which are superior to those of the Company. Company shall, at its own expense, appear in and defend any and all actions and proceedings which purport to affect title to the Collateral, or any part thereof, or which purport to affect the security interest of Secured Party therein under this Agreement.

(b) Company, in a timely manner, shall execute or otherwise authenticate, or obtain, any document or other record, give any notices, do all other acts, and pay all costs associated with the foregoing, that Secured Party determines is reasonably necessary to protect the Collateral against rights, claims or interests of third parties, or otherwise to preserve the Collateral as security hereunder.

(c) Company shall promptly notify Secured Party of any claim against the Collateral adverse to the interest of Secured Party therein not mentioned herein.

6. Further Acts of Company. Company shall, at the request of Secured Party, execute or otherwise authenticate and deliver to Secured Party any financing statements, financing statement changes and any and all additional instruments, documents and other records, and Company shall perform all actions, that from time to time Secured Party may reasonably deem necessary or desirable to carry into effect the provisions of this Agreement or to establish or maintain a security interest in the Collateral having the priority provided for herein or otherwise to protect Secured Party's interest in the Collateral.

7. Rights and Remedies Upon Default.

(a) Each of the following is an "Event of Default" under this Agreement when continuing ten (10) business days' after written notice is delivered to Company: (i) default shall be made in the payment of the Secured Obligation; (ii) the Company shall make an assignment for the benefit of its creditors or shall file or commence or have filed or commenced against it any proceeding for any relief under any bankruptcy or insolvency law or any law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions, or a receiver or trustee shall be appointed for the undersigned; (iii) the liquidation, dissolution, merger or consolidation of Company (except where provision is made in any such transaction for the Secured Party to be paid the ongoing Secured Obligation as well as any accrued but unpaid amount of the Secured Obligation in connection with any such transaction).

(b) Upon the occurrence of any Event of Default, Secured Party at its election,

may file appropriate UCC or other financing statements (subject to prior approval of the Company, such approval not to be unreasonably withheld or delayed), or other documents to perfect its security interest in the Collateral, together with any and all continuation, amendments and modification filings related thereto and any other filings or recordings Secured Party deems necessary or appropriate with respect to the Collateral and Secured Party's interest therein, and declare the entire outstanding balance of the Secured Obligation, immediately due and payable, together with all costs of collection, including reasonable attorneys' fees, or may exercise upon or enforce its rights in the Collateral, as set forth herein or under applicable law.

(c) If an Event of Default shall occur, then, in each and every such case, Secured Party may at any time thereafter exercise and/or enforce any of the following rights and remedies at Secured Party's option:

(1) The Secured Obligation shall, at Secured Party's sole option, become immediately due and payable.

(2) At its option: (a) take any reasonable and lawful action to protect and realize upon its security interest in the Collateral; and (b) in addition to the foregoing, and not in substitution therefor, exercise any one or more of the rights and remedies exercisable by Secured Party under any other provision of this Agreement, or as provided by applicable law (including, without limitation, the UCC). Secured Party shall have no duty to take any action to preserve or collect the Collateral.

8. Applications of Proceeds. The proceeds of any sale, lease or other disposition of the Collateral hereunder shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Secured Party in enforcing its rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Secured Obligations (for the avoidance of doubt, on a pro rata and pari passu basis among the parties constituting the Secured Party), and to the payment of any other amounts required by applicable law, after which the Secured Party shall pay to the Company any surplus proceeds. If, upon the sale, license or other disposition of the Collateral hereunder, the proceeds thereof are insufficient to pay all amounts to which the Secured Party is legally entitled, the Company will be liable for the deficiency, together with interest thereon, at the rate of 10% per annum (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Secured Party arising out of the repossession, removal, retention or sale of the Collateral, unless due to the gross negligence or willful misconduct of the Secured Party. For the avoidance of doubt, the parties acknowledge that the Collateral may be sold only in accordance with applicable securities laws.

9. Costs and Expenses. The Company agrees to pay all out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements, continuation statements, partial releases and/or termination statements

related thereto or any expenses of any searches reasonably required by the Secured Party. The Company shall also pay all other claims and charges which in the reasonable opinion of the Secured Party might prejudice, imperil or otherwise affect the Collateral or the Security Interest therein. The Company will also, upon demand, pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the enforcement of this Agreement, or (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral.

10. Responsibility for Collateral. The Company assumes all liabilities and responsibility in connection with all Collateral, and the obligations of the Company hereunder or shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason.

11. Term of Agreement. This Agreement and the Security Interest shall terminate on the date on which the Secured Obligation has been made in full or otherwise has been discharged or terminated pursuant to the mutual written consent of the Secured Party and the Company. Upon such termination, the Secured Party, at the request and at the expense of the Company, will join in executing any termination statement with respect to any financing statement executed and filed pursuant to this Agreement.

12. Power of Attorney. Company appoints Secured Party and any officer thereof as Company's attorney in fact with full power in Company's name and behalf to do every act which Company is obligated to do or may be required to do hereunder; however, nothing in this paragraph shall be construed to obligate Secured Party to take any action hereunder nor shall Secured Party be liable to Company for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Secured Obligation is outstanding and shall not terminate on the disability or incompetence of Company.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and made in accordance with the applicable Subscription Agreement.

14. Miscellaneous.

(a) No course of dealing between the Company and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Secured Party with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and is intended to supersede all prior negotiations,

understandings and agreements with respect thereto. Except as specifically set forth in this Agreement, no provision of this Agreement may be modified or amended except by a written agreement specifically referring to this Agreement and signed by the parties hereto.

(d) In the event that any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, unless such provision is narrowed by judicial construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable. If, notwithstanding the foregoing, any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining portion of such provision or the other provisions of this Agreement and without affecting the validity or enforceability of such provision or the other provisions of this Agreement in any other jurisdiction.

(e) No waiver of any breach or default or any right under this Agreement shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default or right, whether of the same or similar nature or otherwise.

(f) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns.

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) This Agreement shall be construed in accordance with the laws of the State of New York, except to the extent the validity, perfection or enforcement of a security interest hereunder in respect of any particular Collateral which are governed by a jurisdiction other than the State of New York in which case such law shall govern. Each of the parties hereto irrevocably submit to the exclusive jurisdiction of any New York State or United States Federal court sitting in Manhattan county over any action or proceeding arising out of or relating to this Agreement, and the parties hereto hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto further waive any objection to venue in the State of New York and any objection to an action or proceeding in the State of New York on the basis of forum non conveniens.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is

delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

ORIGINCLEAR, INC.

By: _____
Name: T. Riggs Eckelberry
Title: Chief Executive Officer

SECURED PARTIES

By: _____

Name: _____

Title: _____

ANNEX C

RISK FACTORS

An investment in the Securities of the Offeror involves a high degree of risk and should be considered only by persons who can afford to lose their entire investment and who have no need for liquidity in their investment. You should carefully consider the risk factors described below and discussed in the section titled "Risk Factors" in our most recent Annual Report on Form 10-K, as well as the risks, uncertainties and additional information set forth in our SEC Filings incorporated by reference herein. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment.

Risks Related to Our Business

There is substantial doubt about our ability to continue as a going concern.

In their 2023 report, our registered public accounting firm stated that we suffered a net loss from operations and that we have a net capital deficiency, which has raised substantial doubt about our ability to continue as a going concern.

Risks Related to the Securities and This Offering

There is no public market for the Series Y Preferred Shares or Warrants and a limited public market for the common stock.

There is no public market for the Series Y Preferred Shares or the Warrants, and we do not intend to have such securities quoted or listed on any market. In addition, our common stock is quoted on the OTC Pink, which is an unorganized, inter-dealer, over-the-counter market, which provides significantly less liquidity than the NASDAQ Capital Market or other national securities exchange. These factors may have an adverse impact on the trading and price of our common stock.

The Securities will be subject to restrictions on resale.

We have not registered the sale of any of the Securities under the Securities Act or any state securities laws. The securities offered hereby are highly illiquid and are not transferable except in accordance with the Securities Act. Consequently, the Securities may not be resold or otherwise transferred unless they are subsequently registered under applicable securities laws or an exemption therefrom is available. In view of these and other limitations to the transfer of the Securities as described herein, the Securities should be considered an illiquid investment which may need to be held indefinitely. Limitations on the transfer of the Securities may also adversely affect the price that a Purchaser might be able to obtain for such securities in a private sale.

The price of the Units has been determined without a third party valuation or fairness opinion.

We have set the price of Units without the benefit of any third party valuation or fairness opinion or review. You must make your own determination as to the accuracy, fairness or reasonableness of the price of the Units and the other terms of the Offering.

Property or assets received by the Offeror by Purchasers in lieu of cash investment in the Securities may ultimately not be able to be monetized by the Offeror at a value consistent with appraisals received on such property or assets or in the timeframe desired by the Offeror.

The Offeror may accept the transfer of title to property or assets in lieu of cash from Purchasers in the Offering, provided the value of such property or assets is established by an independent third-party appraisal and proof of ownership and marketability. In such event, it is the Offeror's intention to monetize any such property or assets through sale of such property or assets, or borrowing against such property or assets, with an appropriate discount against such appraised value based on the reasonable projected costs of selling or borrowing against any such property or assets. There can be no assurance, however, that any such property or assets received by the Offeror from Purchasers in lieu of cash investment in the Securities will ultimately be able to be monetized by the Offeror at a value consistent with appraisals received on such property or assets or in the timeframe desired by the Offeror. In such event the Offeror would not have cash from any sale or borrowing against any such property or assets in the amount of the value given to such property or assets, or in the timeframe desired by the Offeror to invest in the operations of the Subsidiary designated by the Series Y Purchaser.

There is no investor counsel.

The Offeror has not retained any independent professionals to review or comment on this Offering or otherwise protect the interests of Purchasers. Although the Offeror has retained its own counsel, neither such firm nor any other firm has made any independent examination of any factual matters represented by management herein, and purchasers of the Securities offered hereby should not rely on any such firms so retained with respect to any matters herein described.

No governmental entity has evaluated our securities.

No federal or state commission, department or agency has made any evaluation, finding, recommendation or endorsement with respect to the Securities.

Additional stock offerings in the future may dilute then-existing shareholders' percentage ownership of the Offeror.

Given our plans and expectations that we will need additional capital and personnel, we anticipate that we will need to issue additional shares of common stock or securities convertible or exercisable for shares of common stock, including convertible preferred stock, convertible notes, stock options or warrants. The issuance of additional securities in the future will dilute the percentage ownership of then current stockholders. Without limiting the generality of the foregoing, the Offeror may conduct other offerings concurrent with this offering.

The Series Y Preferred Shares will not have voting rights.

Holders of the Series Y Preferred Shares, by virtue of holding such shares, will not have any voting rights, except as may be required under applicable law. Thus, the holders of the Series Y Preferred Shares, by virtue of holding such shares, will have no right to participate in the election of directors of the Offeror or any other matter that may be brought to the vote of the shareholders of the Offeror.

The Series Y Preferred Shares will be subject to the Offeror's right of redemption.

Pursuant to the Series Y Certificate of Designation, the Offeror will have the right (but no obligation) to redeem outstanding shares of Series Y Preferred Stock, in the Offeror's discretion, subject to the terms and conditions set forth therein. Such redemption, if it occurs, shall not affect the ongoing pro rata distribution of the Net Profits of Subsidiary to the redeemed Holder after redemption.

The Warrants are speculative in nature.

The Warrants do not confer any rights of common stock ownership on their holders, such as voting rights, but rather merely represent the right to acquire shares of common stock at a fixed price for a limited period of time. The market price of the common stock may never equal or exceed the respective exercise prices of the Warrants, and consequently, it may never be profitable for holders of the Warrants to exercise the Warrants.

Investors should consult their own tax advisers regarding tax consequences of this Offering, the Series Y Preferred Shares, and the Warrants.

The Offeror makes no representations regarding the tax treatment that will apply to the Series Y Preferred Shares, the Warrants, or this Offering, including, without limitation, with respect to anydividend or redemption payments under the Series Y Preferred Shares. Purchasers should consult their own tax advisers regarding such tax consequences.