

Item 5c

SOLAR INSTALLATION AGREEMENT

Company: Cool Earth Solar Development, LLC, 2174 Rheem Dr, Pleasanton, CA 94588 ("CoolEarth")
Customer: Pinecrest Permittees Assoc. ("Customer")
Site Address: 1 Pinecrest Ave, Pinecrest, CA 94364
Date: November 11, 2015

WHEREAS, Customer desires to retain CoolEarth to design, supply, and install a Solar Energy System at Customer's site address (the "Property"), pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, CoolEarth and Customer agree as follows:

The full and complete contract price ("**Final Project Cost**") for all Equipment and Services is: **\$376,600.**

The payment terms: 10% (\$37,660) due upon signing this Agreement, 10% (\$37,660) due upon delivery of the racking to the Property, 10% (\$37,660) due upon delivery of the inverters to the Property, 40% (\$150,640) due upon delivery of the solar modules to the Property, 10% (\$37,660) due upon installation of the racking and solar modules, and 20% (\$75,320) due upon Start-up. CoolEarth will invoice the Customer for each payment, which shall be paid within 5 days.

System Specifications

CoolEarth shall perform all of the Services and provide all of the Equipment necessary to complete the following Project:

System Rating: The estimated rating of the System is **104.6 kWdc**

Estimated Year One Production: **204,060 kWh**

Scope of Work: The scope of work for the Project includes all services provided for in the Agreement, including the following, as set forth below:

- Site survey;
- Design of the System;
- Electrical, mechanical, and structural designs and specifications;
- Obtaining required Permits;
- Photovoltaic module, inverter, and equipment installation;
- Monitoring equipment and related software;
- Interconnection to Interconnecting Electric Utility; and
- Start-up
- At the request of the customer, Cool Earth shall engage and train Customer employee(s) so that they will to be able to perform monitoring, inspection, and maintenance of the System.*

In Witness Whereof, and intending to be legally bound, the Parties subscribe their names to this Agreement including Appendices A, B, C, and D as of the Effective Date.

Cool Earth Solar Development, LLC

By: 
Name: Robert Lamkin, President

Pinecrest Permittees Assoc.

By: 
Name: Tim Fisher, Board President