

Liberty Utilities Battery Storage Pilot Program
Customer Agreement

Introduction.

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities, (“Liberty”) is offering a battery storage pilot program (the “Program”) that will provide residential customers with the benefits of a battery storage system manufactured by Tesla, Inc. (“Tesla”), and will provide Liberty with access to the batteries at peak times to potentially lower Liberty’s transmission costs and achieve other system benefits. Participation in the Program is governed by this Battery Storage Pilot Program Customer Agreement (“Agreement”), which describes the relationship between the customer and Liberty.

Customers participating in the Program will lease from Liberty at least two Tesla batteries and related equipment, which will be installed at the customer’s home by Tesla or by an authorized Tesla contractor. The customer will have full access to the batteries except when Liberty periodically exercises control over the batteries during peak energy periods. The customer will not be allowed to export power from the batteries to the grid, except for those customers with a behind-the-meter distributed generation (“DG”) system. Those DG customers may be able to export from their batteries to the grid, provided that the batteries are charged only with energy from their DG system.

Installation includes a Tesla gateway that provides communication and integration into an energy management platform owned by Tesla and used by both Liberty and Tesla as part of the Program. Communication between the battery system, Liberty, and Tesla is through that platform, using the customer’s internet connection.

By signing this Agreement, Liberty and the Customer identified below (each a “Party” and together the “Parties”) are making the commitments described in this Agreement to each other, and the Parties and Tesla will rely on these commitments in performing their respective roles.

Agreement

Liberty Utilities (Granite State Electric) Corp. (“Liberty”), a regulated electric distribution utility with its principal office at 15 Buttrick Road, Londonderry, New Hampshire 03053; and

Valentin Demidov , 44608749-44542031 , wdemidov@gmail.com ,
(Customer Name, Liberty Account Number, and Customer Email Address)

(“You” or “Customer”) of 55 High St
Plainfield, NH 03781-5239, US , NH (“Home”)
(Address for Installation)

agree as follows:

1. The Parties agree that Tesla is a third-party beneficiary of this Agreement.

2. **Equipment:**

Equipment Description	Quantity
Tesla Powerwall 2 and Gateway	Two Powerwall 2, One Gateway

3. **Lease:** Liberty agrees to lease to You, and You agree to lease from Liberty, in the quantity specified above, a Tesla Gateway and at least two 13.5kWh lithium-ion Tesla Powerwall 2 batteries (together, the “Powerwall”). Liberty will maintain ownership of the Powerwall for the entire term of this Agreement. There is no option for You to buy the Powerwall.

4. **Term:** The term of this Agreement will begin on the date that the Powerwall is installed at your Home and will continue for a period of one hundred twenty (120) months, or until either You or Liberty terminate this Agreement as described below. You may extend this Agreement for additional sixty (60) month terms as described in Paragraph 20.

5. **Eligibility for the Program:** To participate in the Program, You must:

- a. Be a residential customer of Liberty;
- b. Have and maintain reliable Internet access;
- c. Be the owner of the Home, or receive the homeowner’s signed consent to this Agreement;
- d. Be and remain current with all payments due to Liberty; and
- e. Take service under Liberty’s time-of-use (TOU) rate tariff applicable to the Program.

6. **Payment Options:**

- a. There is no security deposit required and no amount is due when You sign this Agreement.
- b. Select **one** of the following two options for Lease Payments:

Check One:

\$25 per month **per Powerwall** (or \$50 per month total for two batteries) for the entire 120-month Term. The monthly charges will appear as a separate line item beginning with the first Liberty bill following the Powerwall installation, and will be due at the same time as the regular utility charges as stated on each bill.

A one-time payment of \$2,433 **per Powerwall (or \$4,866 total for two batteries)**. The one-time charge will appear as a separate line item on the first Liberty bill following the Powerwall installation and will be due at the same time as the regular utility charges as stated on that bill.

- c. The above Powerwall charges are in addition to all other Liberty charges related to your electricity service. Any partial payments will be applied first to all other charges related to your electricity service and then to the Lease Payments due under this Agreement. Failure to make timely payment for Powerwall charges will not be grounds for disconnection of