

GRANITE STATE ELECTRIC COMPANY  
RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under Domestic Rate D or Optional Peak Load Pricing Rate D-10; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for service under this program; and
4. The Customer Loan Amount must be no more than \$500 and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer taking service under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed. In the event the Participating Customer does not remain a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

CUSTOMER LOAN AGREEMENT

Participating Customers shall be required to execute a separate Residential Customer Loan Agreement which will specify the fixed monthly charge and the terms of the payment period. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 24 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

Issued: April 12, 2010

Effective: April 16, 2010

Issued by: /s/ Thomas B. King  
Thomas B. King  
Title: President

(Issued in Compliance with \_\_\_\_\_ in \_\_\_\_\_ dated \_\_\_\_\_)

## RESIDENTIAL CUSTOMER LOAN AGREEMENT

This agreement ("Customer Loan Agreement"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_ between Granite State Electric Company, Inc. d/b/a National Grid (hereinafter "National Grid" or "Company") and \_\_\_\_\_ with an address of \_\_\_\_\_ taking service on Rate \_\_\_\_\_ with account number \_\_\_\_\_ (hereinafter "Customer") (each a "Party" and collectively the "Parties").

Whereas the Customer is participating in the Company's Home Energy Solution Program (the "Program") and has agreed to the terms of participation in that Program; and

Whereas, the Customer participating in the Program may be eligible for a loan from the Company in order to pay for the installation of energy efficiency measures ("EEM"); and

Whereas, the Customer requests a loan from National Grid and National Grid agrees to loan to the Customer funds to pay for or supplement the cost of the EEM(s) to be installed as a part of the Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Eligibility.** The Customer represents and warrants that the Customer:
  - a. Has read and understands the terms of participation in the Program.
  - b. Satisfies all of the eligibility requirements as outlined in the Company's tariff for the Residential Energy Efficiency Loan Program.
  - c. Has not received a disconnect notice in the past twelve (12) months.
  - d. Chooses to finance up to \$500.00 for the installation of EEM's.
2. **Terms and Conditions.** Pursuant to the provisions of this Customer Loan Agreement, the Customer desires to borrow from National Grid in order to finance, in whole or in part, EEM(s) in connection with the Energy Efficiency Loan Program. The Customer further agrees to repay the Loan in full to National Grid in accordance with the following terms of this Customer Loan Agreement:
  - a. **Principal.** The principal amount of the loan is \_\_\_\_\_.
  - b. **No Interest.** The interest rate on the loan will be zero percent (0%) per annum at an annual percentage rate (APR) of zero percent (0%). There is no variable rate of interest.

c. **Payment Terms.** The loan will be repaid over a term of \_\_\_\_ months (not to exceed 24 months) through fixed monthly installment payments of \$\_\_\_\_\_ per month. The fixed monthly installment shall be invoiced on the Customer's electric service bill with the Company. The fixed monthly installment payments shall be due on the due date indicated on the electric service bill. (Collectively, the "Payment Terms").

d. **No Security Interest.** There will be no security interest in any EEM provided to the Customer, nor will there be a mortgage or lien against the real estate where any EEMs are installed.

e. **Penalty for Late Payment.** All amounts previously billed by National Grid to the Customer, including the fixed monthly installment, which remain unpaid after the due date printed on the bill, shall be subject to a late payment charge as approved by the New Hampshire Public Utilities Commission from time to time. There shall be no penalty for prepayment of the loan.

f. **Vacated Premises.** In the event (1) the Customer vacates the premises where any EEM has been installed, (2) the electric service Customer account with the Company is closed, and/or (3) the name(s) on the electric account change or no longer match the name or names of the Customer and signatory in this Customer Loan Agreement, the balance of the loan amount shall immediately become due and payable in full. Notwithstanding any provisions in this Customer Loan Agreement or the Company's tariff to the contrary, failure to pay the fixed monthly payment in full may result in the Company taking legal action to secure payment of any remaining unpaid portion of the monthly installment(s) from the Customer.

### 3. **Warranty and Liability Disclaimer.**

a. To the fullest extent allowed by law, the Company and its affiliates and their respective contractors, officers, directors, employees, agents, and representatives shall have absolutely no liability to the Customer or any other party in connection with the Program or this Customer Loan Agreement except to the extent caused by the Company's negligence or willful acts. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Company and its affiliates from all obligations and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or this Customer Loan Agreement.

b. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM OR THIS CUSTOMER LOAN AGREEMENT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. The Company does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.

d. The provisions of this Section 3 shall survive the termination of this Customer Loan Agreement and completion of the Customer's participation in the Program.

#### **4. Default.**

a. The occurrence of any of the following events shall constitute a "Default" by the Customer of the terms of this Customer Loan Agreement.

- i. Customer fails to pay any amount due as the principal on the date required on the Customer's bill or as otherwise notified by the Company.
- ii. Customer seeks and order of relief under the Federal Bankruptcy laws.
- iii. Customer becomes insolvent.
- iv. A federal tax lien is filed against the assets of the Customer.

b. **Cure for Default.** Upon Default, the Company shall give the Customer written notice of the default ("Notice"). Mailing of a written notice by the Company to the Customer shall constitute prima facie evidence of delivery. Customer shall have ten (10) days of receipt of the notice to cure the said default. In the case of default due to Customer's failure to make timely payment as required in this Customer Loan Agreement, Customer may cure the Default by making full payment of the Loan along with the late payment penalty as described herein.

5. **Acceleration.** If the Customer fails to cure any default on or before the expiration of ten (10) day cure period that starts on the date the Customer receives written Notice, the entire unpaid principal and penalties under this Customer Loan Agreement shall accelerate and become due and payable immediately.

6. **Termination.** This Customer Loan Agreement shall terminate when the Loan is paid in full by the Customer.

#### **7. Miscellaneous.**

a. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Customer Loan Agreement.

b. If any provision of this Customer Loan Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

c. This Customer Loan Agreement shall be interpreted and enforced according to the laws of New Hampshire.

d. Except as expressly provided herein, there shall be no modification or amendment to this Customer Loan Agreement unless such modification or amendment is in writing signed by both Parties.

e. Customer shall not assign any of its rights or obligations referenced in this Customer Loan Agreement without first obtaining the written consent of the Company.

f. If any Party of this Customer Loan Agreement is other than an individual, said Party and the individual signing on behalf of that Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Customer Loan Agreement.

The undersigned persons, being the Customer and the Company, agree to the above terms to be effective on the earliest signatory date noted below.

CUSTOMER

GRANITE STATE ELECTRIC COMPANY

\_\_\_\_\_

GRANITE STATE ELECTRIC COMPANY  
MUNICIPAL ENERGY EFFICIENCY LOAN PROGRAM

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under General Service Time-of-Use Rate G-1, General Long-Hour Service Rate G-2, or General Service Rate G-3; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for service under this program; and
4. The Customer Loan Amount must be less than or equal to \$50,000, and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer taking service under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed. In the event the Participating Customer does not remain a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

CUSTOMER LOAN AGREEMENT

Participating Customers shall be required to execute a separate Municipal Customer Loan Agreement which will specify the fixed monthly charge and the terms of the payment period. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 24 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

Issued: April 12, 2010

Issued by: /s/ Thomas B. King

Effective: April 16, 2010

Thomas B. King  
Title: President

(Issued in Compliance with \_\_\_\_\_ in \_\_\_\_\_ dated \_\_\_\_\_)

## MUNICIPAL CUSTOMER LOAN AGREEMENT

This agreement ("Customer Loan Agreement"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_ between Granite State Electric Company, Inc. d/b/a National Grid (hereinafter "National Grid" or "Company") and \_\_\_\_\_ with an address of \_\_\_\_\_ taking service on Rate \_\_\_\_\_ with account number \_\_\_\_\_ (hereinafter "Customer") (each a "Party" and collectively the "Parties").

Whereas the Customer is participating in the Company's Small and Large Business Retrofit Program (the "Program") and has agreed to the terms of participation in that Program; and

Whereas, the Customer participating in the Program may be eligible for a loan from the Company in order to pay for the installation of energy efficiency measures ("EEM"); and

Whereas, the Customer requests a loan from National Grid and National Grid agrees to loan to the Customer funds to pay for or supplement the cost of the EEM(s) to be installed as a part of the Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Eligibility.** The Customer represents and warrants that the Customer:
  - a. Has read and understands the terms of participation in the Program.
  - b. Satisfies all of the eligibility requirements as outlined in the Company's tariff for the Municipal Energy Efficiency Loan Program.
  - c. Has not received a disconnect notice in the past twelve (12) months.
  - d. Chooses to finance up to \$50,000.00 for the installation of EEM's.
2. **Terms and Conditions.** Pursuant to the provisions of this Customer Loan Agreement, the Customer desires to borrow from National Grid in order to finance, in whole or in part, EEM(s) in connection with the Energy Efficiency Loan Program. The Customer further agrees to repay the Loan in full to National Grid in accordance with the following terms of this Customer Loan Agreement:
  - a. **Principal.** The principal amount of the loan is \_\_\_\_\_.
  - b. **No Interest.** The interest rate on the loan will be zero percent (0%) per annum at an annual percentage rate (APR) of zero percent (0%). There is no variable rate of interest.

c. **Payment Terms.** The loan will be repaid over a term of \_\_\_ months (not to exceed 24 months) through fixed monthly installment payments of \$ \_\_\_\_\_ per month. The fixed monthly installment shall be invoiced on the Customer's electric service bill with the Company. The fixed monthly installment payments shall be due on the due date indicated on the electric service bill. (Collectively, the "Payment Terms").

d. **No Security Interest.** There will be no security interest in any EEM provided to the Customer, nor will there be a mortgage or lien against the real estate where any EEMs are installed.

e. **Penalty for Late Payment.** All amounts previously billed by National Grid to the Customer, including the fixed monthly installment, which remain unpaid after the due date printed on the bill, shall be subject to a late payment charge as approved by the New Hampshire Public Utilities Commission from time to time. There shall be no penalty for prepayment of the loan.

f. **Vacated Premises.** In the event (1) the Customer vacates the premises where any EEM has been installed, (2) the electric service Customer account with the Company is closed, and/or (3) the name(s) on the electric account change or no longer match the name or names of the Customer and signatory in this Customer Loan Agreement, the balance of the loan amount shall immediately become due and payable in full. Notwithstanding any provisions in this Customer Loan Agreement or the Company's tariff to the contrary, failure to pay the fixed monthly payment in full may result in the Company taking legal action to secure payment of any remaining unpaid portion of the monthly installment(s) from the Customer.

### 3. **Warranty and Liability Disclaimer.**

a. To the fullest extent allowed by law, the Company and its affiliates and their respective contractors, officers, directors, employees, agents, and representatives shall have absolutely no liability to the Customer or any other party in connection with the Program or this Customer Loan Agreement except to the extent caused by the Company's negligence or willful acts. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Company and its affiliates from all obligations and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or this Customer Loan Agreement.

b. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM OR THIS CUSTOMER LOAN AGREEMENT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. The Company does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.

d. The provisions of this Section 3 shall survive the termination of this Customer Loan Agreement and completion of the Customer's participation in the Program.

**4. Default.**

a. The occurrence of any of the following events shall constitute a "Default" by the Customer of the terms of this Customer Loan Agreement.

- i. Customer fails to pay any amount due as the principal on the date required on the Customer's bill or as otherwise notified by the Company.
- ii. Customer seeks an order of relief under the Federal Bankruptcy laws.
- iii. Customer becomes insolvent.
- iv. A federal tax lien is filed against the assets of the Customer.

b. **Cure for Default.** Upon Default, the Company shall give the Customer written notice of the default ("Notice"). Mailing of a written notice by the Company to the Customer shall constitute prima facie evidence of delivery. Customer shall have ten (10) days of receipt of the notice to cure the said default. In the case of default due to Customer's failure to make timely payment as required in this Customer Loan Agreement, Customer may cure the default by making full payment of the Loan along with the late payment penalty as described herein.

5. **Acceleration.** If the Customer fails to cure any default on or before the expiration of ten (10) day cure period that starts on the date the Customer receives written Notice, the entire unpaid principal and penalties under this Customer Loan Agreement shall accelerate and become due and payable immediately.

6. **Termination.** This Customer Loan Agreement shall terminate when the Loan is paid in full by the Customer.

**7. Miscellaneous.**

a. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Customer Loan Agreement.

b. If any provision of this Customer Loan Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

c. This Customer Loan Agreement shall be interpreted and enforced according to the laws of New Hampshire.

d. Except as expressly provided herein, there shall be no modification or amendment to this Customer Loan Agreement unless such modification or amendment is in writing signed by both Parties.

e. Customer shall not assign any of its rights or obligations referenced in this Customer Loan Agreement without first obtaining the written consent of the Company.

f. If any Party of this Customer Loan Agreement is other than an individual, said Party and the individual signing on behalf of that Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Customer Loan Agreement.

The undersigned persons, being the Customer and the Company, agree to the above terms to be effective on the earliest signatory date noted below.

CUSTOMER

GRANITE STATE ELECTRIC COMPANY

\_\_\_\_\_