

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

NATIONAL GRID USA et al.

and

LIBERTY ENERGY UTILITIES CO. et al.

Docket No. _____

**JOINT PETITION FOR AUTHORITY TO TRANSFER OWNERSHIP
OF GRANITE STATE ELECTRIC COMPANY
AND ENERGYNORTH NATURAL GAS, INC.
TO LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP.
AND FOR RELATED APPROVALS**

Joint Petitioners' Attachments

Book 2 of 3



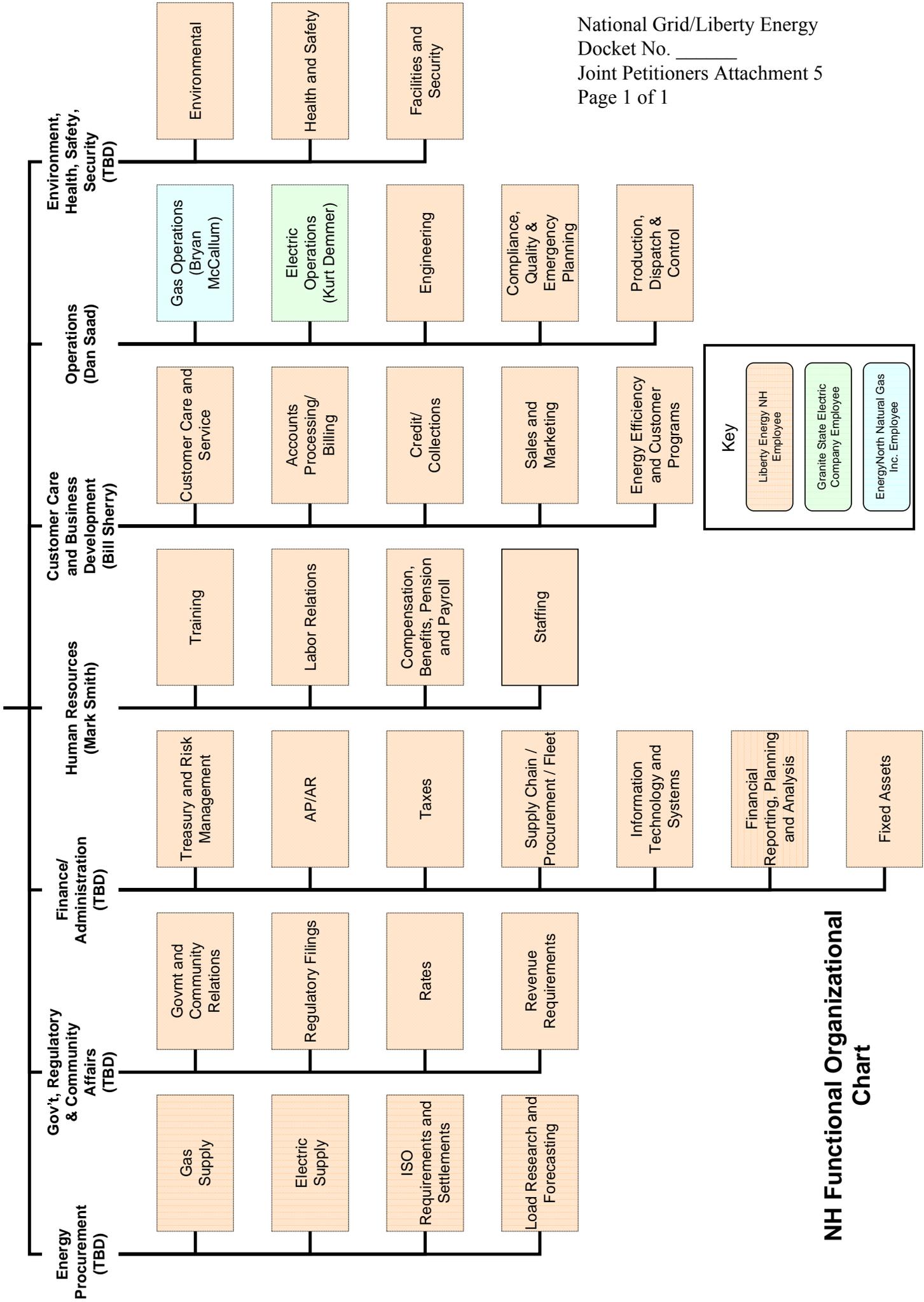
March 4, 2011

TABLE OF CONTENTS

Book 2 of 3

<u>Attachment Number</u>	<u>Description</u>
5	Liberty Energy NH Functional Organization Chart
6	Groups Serving Granite State Electric Company and EnergyNorth Natural Gas, Inc.
7	Liberty Water 2011 Company Plan
8	Algonquin 2011 Company Plan
9	Liberty Water Management Summary: 2010 Employee Survey Results
10	Transition Services Agreement – EnergyNorth Natural Gas, Inc.
11	Transition Services Agreement – Granite State Electric Company
12	Liberty Energy Vegetation Management Program Overview
13	Liberty Energy NH Summary of Environmental Field Compliance Responsibilities
14	Liberty Energy Injury and Illness Prevention Program
15	Liberty Energy NH Summary of Health and Safety Field Compliance Responsibilities
16	Liberty Water Screen Shots Available to Customer Service Representatives

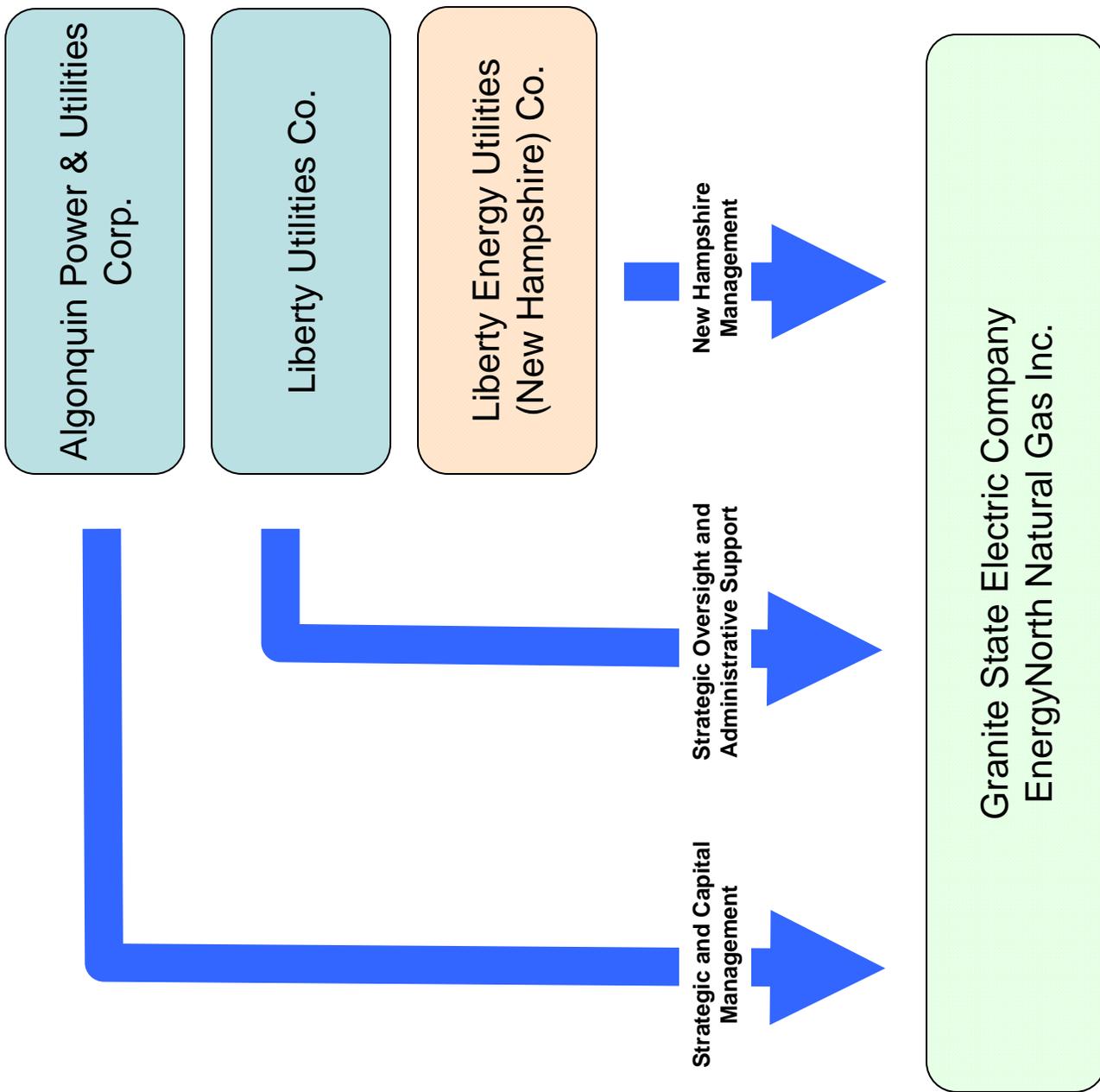
**NH President
(David Pasieka –Interim)**



Key

- Liberty Energy NH Employee
- Granite State Electric Company Employee
- EnergyNorth Natural Gas Inc. Employee

NH Functional Organizational Chart





2011
Company Plan

Letter from the CEO and President

As we look back on 2010, Liberty Water's accomplishments clearly demonstrate the critical role each of you has played in the company's success. The recognized improvement in customer service and operational efficiency was only made possible by working as a team with a common goal and a shared vision. As we embark on 2011, it is truly inspiring to reflect upon the importance of what we do – "Because Water Matters Every day".

Reflecting upon last year's accomplishments: improved service levels, enhanced employee engagement and an expanded community outreach program, we believe that our commitment to Service, Care, Responsibility, Quality, Community, and Family is evident in all of our activities. Now, with over 76,000 customers (and growing), we are committed to building on our strengths and further cement our values into the core of our organization. It makes us proud to share with you our 2011 company plan, which we are confident will take Liberty Water to the next level.

The 2011 plan is focused on the concept of delivering sustainable returns to our stakeholders, anchored on the three pillars of Economic, Environmental, and Community Sustainability. While these pillars work together to achieve a sustainable organization, each has distinct goals within it.

Economic Sustainability focuses on the achievement of predictable returns and growth goals. Success is only possible through our continued effort to seek out accretive opportunities and working with our regulators to ensure we are obtaining fair and equitable treatment. *Environmental Sustainability* arises through our continued focus on safety and delivery of safe drinking water and wastewater services. In addition, Liberty Water will continue to focus on conservation efforts such as the recent deployment of our

water calculator. Finally, Community Sustainability is generated through Liberty Water's role as a trusted neighbor and community leader and we will continue to participate in community events, and undertake activities which help build on our excellent customer service reputation.

Whether working on the front line or in the back office, we each play a vital role in achieving the business objectives that determine our overall success. Each business objective, and the strategies or action plans which support them is integral to our success. An overview of these objectives is provided for you in this booklet as a way of clarifying the journey upon which we are embarking this year.

Over the coming months, we are looking to you as individuals, as small workgroups and larger corporate teams to work in unison towards achieving our objectives. Together we shall ensure that our targeted growth initiatives continue to materialize, and that we advance our development as an employer of choice, a community role model, and a provider of quality water and wastewater services to our customers with predictable returns for our investors and holders. Your success is our success as yours is yours. Let's raise a glass of Liberty Water to a successful and prosperous 2011.



Ian Robertson
Chief Executive Officer



David Pasieka
President, Liberty Utilities &
G M Liberty Water (acting)

National Grid/Liberty Energy

Docket No. _____
Joint Petitioners Attachment 7
Page 2 of 9



Message From The Management Team

Throughout 2010, we could all feel a sense of pride as our Liberty Water Team met commitments, overcame challenges, and grew as individuals. Last year was the first full year of our Liberty Days and Liberty Heroes programs, in which some of our excellent team members were recognized for their "above and beyond" contributions. It was also a year in which we focused on enhancing our relationship with our regulators, even in the midst of prosecuting several high-profile and challenging rate cases.

Building upon the premise that happy customers make happy regulators, which ultimately makes happy shareholders, we concentrated our efforts on being a company that puts its customers first. Our significant improvement in overall customer satisfaction is evidence that we are on the right track. With the commitment and dedication of our staff, we know we can take our satisfaction levels even higher!

To further our customer experience and promote community presence, our Liberty Days program included 32 events in our service territories, giving our customers an opportunity to learn about the importance of conservation and Liberty Water's values.

As we turn our gaze forward to 2011, we are excited about the prospects and challenges we will face in the coming year. If history is a measure of our future potential we have no doubt that we will surpass our objectives. This year, we will build upon our safety foundation and commitment to providing a safe environment for our employees and community by enhancing our program. With additional training, benchmarking, and communication, we will be better equipped

to use our strengths to capitalize on opportunities and improve our business.

To further ensure our success, we will continue to work with our regulators to ensure they understand Liberty Water, our core values, our mission, and our commitment to our sustainable agenda. By maintaining a healthy relationship with our regulators, Liberty Water will continue to drive earnings and grow our business through strategic investment and acquisition.

By continuing to foster a work environment that develops and encourages high performance of employees by providing them the guidance and tools they need for individual and team success, we will continue to enable our employees to provide our customers best in class service, which will ultimately allow Liberty Water to achieve its goals.

We thank you for your care, enthusiasm and dedication to Liberty Water, our Customers, Shareholders and the vital services we provide our Community.

Sincerely,



The Management Team

Corny Varela keeps the children entertained at the House as they wait for fireworks to begin at the Wigwam Fire Works display in Litchfield Park on July 3rd.



Our Vision

"Because water matters every day"

Our Values

Liberty Water believes our brand values are deeply engrained in everything we do. As you would expect, what we value as an organization should not be significantly different year over year. As part of our strategic planning cycle we did spend some time reflecting on each one of the values we concluded on last year. It was our belief that our values that are still firmly rooted in all our activities. These values include:

- Service
- Care
- Responsibility
- Quality
- Community
- Family

As we embark on our 2011 objectives, we encourage you to personalize each of the values and embrace them in your individual activities.



Kathy Medlin, Barbara Schacht, Linda Byrd and Diane Murello shows that Customer Service is always happy to help.

Our Commitment to Sustainability

As we move in to 2011, the need to focus on long term sustainability is paramount to ensuring that Liberty Water can continue to provide the highest levels of service to our customers over the long run. We believe that long term sustainability consists of a commitment to Economic, Environmental and Community sustainability. Our objectives and strategies are consistent with our Sustainable Commitment.



The Accounting Department show off their style after realizing they all came dressed alike.

Liberty Water Co. is Committed to...:

1. Our Shareholders – Delivering Value By:

- Providing predictable and stable return on equity through resourceful operating practices, prudent capital investment based on the long view and the entrepreneurial management of our assets
- Demonstrating continued growth by the aggressive pursuit of profit improvements through optimizing timing of replenishments in rate base-able assets, operating efficiency enhancements, completion of organic and green-field development projects and aggressive pursuit of appropriate acquisition opportunities

2. Our Employees – Operating as an Employer of Choice By:

- Establishing a safe and injury-free working environment which places the safety of our employees, customers and the public above all else
- Providing challenging career development opportunities to our employees through engagement, training and knowledge enhancement
- Valuing, recognizing and rewarding the dedication and entrepreneurial contributions of our employees

3. Our Communities – Contributing Positively By:

- Demonstrating our commitment to the conservation, preservation and improvement of the environment
- Operating and managing our facilities safely with ethical and fair practice
- Establishing our presence as a community partner by committing dollars and employee time to local community initiatives and events



*The IT Team: Lisa Goritschnig,
Brian Mottershead and
David Ormsby.*



*Ray Vincent safely
snacks on Popcorn
at the Sierra Vista
Open House.*

2011 Liberty Water Company Plan

Objectives and Strategies

We have established a number of strategic priorities for 2011, designed to ensure that Liberty Water delivers on our commitments to our shareholders, our employees and our communities. Further, we have developed a plan of projects and activities which we believe will need to be completed in 2011 to meet the overall targets and objectives we have set. These are specific elements which we expect will integrate with our day to day work tasks, but also represent specific projects and activities needed to meet the aggressive goals we have set. Your managers will be working with you to determine how your specific tasks and objectives will support achievement of our corporate objectives for 2011.

Safety Must Always Come First

Led By: All functional areas

"Environmental, Health and Safety Department invested a considerable amount of time reviewing and implementing health and safety guidelines in 2010 while increasing internal reporting. We logged more than double the number of near-misses over 2009, reaching 148 reports and exceeded 40 hours of training per employee. Our 2011 objectives will focus upon hands-on and advanced training, procedure development, work site and hazard prevention control processes and communications." – **Gaetan Mercier**

Objective

We will continue to enhance an organizational culture in which the health and safety of our employees and the public is paramount.

Strategies

- Develop and monitor the 2011 Liberty Water Health and Safety Plan subsequent to their 2010 Benchmarking exercise. The details of this plan will be posted on The Source alongside supporting EH&S Policies, Procedures, Directives, and Forms.
- All Liberty Water employees will participate in both internal and external Health and Safety Training where required and to remain up to date on Health and Safety Initiatives through The Source

An Engaged Employee Team is Key

Led By: Human Resources

"Liberty Water is committed to providing our employees with a work environment that recognizes our employees as our most valuable resource. As the Human Resources team, we will continually strive to ensure that our policies, programs and tools help each of us realize our full potential and contribute to the attainment of our corporate and individual goals. We will continue to drive our People Development Plan through enhanced performance management, increased career growth and learning opportunities, competitive total compensation, continual recognition and ongoing communication." – **Pamela Carter**

Objective

We will achieve enhanced employee engagement by providing a work environment that rewards high performance, meets the evolving needs of management and employees, and reflects Liberty Water's values in our communications and employee programs.

Strategies

- Continue to develop and refine employee programs related to career growth and learning.
- Continue to clarify expectations for performance by level by providing relevant information on technical and professional competencies as well as to initiate and communicate a strategy for performance based compensation.
- Engage staff by ensuring our values are evident in all programs and communications, increasing access to employee information and programs, introducing

a new employee handbook, introducing tools designed to support consistent team management, and supporting employee activities communications geared towards increased engagement and enthusiasm.

Achieving Our Financial Targets

Led by: Operations and Engineering

"In 2011, I look forward to operations continuing to build upon a strong performance in 2010. We will operate in a safe manner in order to provide our customers with a clean, safe, and reliable service. At the same time, we will strive to identify opportunities to design and operate our systems in a more efficient manner, generating cost savings and value for our shareholders and customers. We shall focus on standardization of our processes, equipment, and agreements, and improve upon our planning capabilities for the future."

– **Greg Sorensen**

Objective

We will meet or exceed earnings and cash flow targets established in the 2011 budget and drive optimized earnings through efficient operating practices, planning and strategic deployment of capital.

Strategies

- Develop an asset management plan and policy related to Long Term Asset Replacement in order to optimize timing between spending and rate case filings, and therefore generating the best possible returns on investment.



Alyssa Maya, Donna Tipton and Amy Sears Participate in a race for Cancer donning Liberty Water shirt.

- Develop a standardization program for equipment, contracts, and Line Extension Agreements.

We Have Promised Growth to Our Shareholders

Led by: Business Development

"For 2011 the Utility Planning and Business Development department will build on the traction gained through the year which culminated in three acquisitions in the fourth quarter of 2010 which will be announced in the first quarter 2011. We will continue to leverage our relationships in existing states as we expand our footprint to new states. Through the hard work and dedication of the entire organization we now have a focused process with empowered resources to effectively contribute to our growth agenda. We will continue our trajectory as we execute on our platform of growth through acquisitions." – **Sean Lonergan**



Kathy Wilkins, Melissa Myers and Shana Mahaffey are happy to help you with your bill in Tyler, TX.

It Starts with Happy Customers

Led by: Customer Service

"It is our commitment to provide our customers with a positive experience through courteous, efficient, and high quality service. Thanks to the genuine dedication of our employees we have implemented a friendlier approach to notifying customers and disconnecting service. Our Customer Satisfaction Survey will be expanded to include comparison with similar utilities. Company efforts to contribute to a green environment include our encouragement of customers to participate in our e-bill program. As we look forward to 2011 we will build upon our 2010 accomplishments by increasing the frequency and methods of interaction with our customers. Focus continues to be on providing an excellent customer experience to all and to continually enhance our presence in the communities within which we operate." – Linda Byrd

Objective

We must achieve targeted improvement in perceived customer service levels via customer interaction and accessibility to Liberty Water resulting in best in class service levels and an improved customer perception of the company.

Strategies

- Collaborate with IT to implement and enhance technology based customer service delivery mechanisms and
- Improve the service notification and disconnection process.
- Establish industry proxy benchmarks, monitor customer perceptions, and act upon customer feedback/suggestions.

Objective

We will seek to complete or announce asset investment initiatives which will grow our portfolio by more than 15% and develop a pipeline of growth opportunities representing investment potential of more than \$50 million.

Strategies

- Obtain and manage the resources necessary to evaluate and commit to transactions for water and wastewater development/acquisition to meet short term growth objectives.
- Implement a system for giving visibility to investment opportunity tracking system within the LW leadership team to track successes, failures, and opportunities on a quarterly basis.
- Commit human resource capital to proactively solicit later stage project development opportunities through industry contacts and a network of retained local representatives.
- Remove resource constraints to ensure development pipeline is advanced in a strategic manner.

We Should Be a Responsible Corporate Citizen

Led By: Environment, Health and Safety

"Environmental stewardship was very high on the agenda in 2010. Environmental regulatory document compliance filing was recorded at over 95% while maintaining a strict and complete compliance with Water Quality Standards. We closely monitored our permit limits and improved our compliance baseline to enhance environmental compliance. The 2011 objectives will build on our solid environmental compliance, strictly adhere to Water Quality Standard and increase involvement in water and energy conservation to manage Liberty Water's Environmental footprint." – Gaetan Mercier

Objective

We will reach consensus regarding a definition of what being a 'good environmental steward' means beyond simply conducting our operations in compliance with regulations and we will publish a set of guidelines governing our businesses and development initiatives.

Strategies

- Conduct water supply operations in a manner which ensures we are fully compliant with Primary Drinking Water Standards/Regulations to ensure safe and reliable water quality, thus maintaining a 'Zero Drinking Water Violations' standard.
- Develop and communicate a Carbon Footprint strategy, and a Water

Conservation Strategy. They will also ensure that site specific plans contain relevant and updated content and electronic access to such information is provided to all team members.

Our Regulators Are Our Partners

Led by: Regulatory Affairs

"Efforts in 2011 will continue to focus on building and expanding the foundation of the mantra that 'happy regulators make for happy utility shareholders'. Through continued highlighting of our customer satisfaction, community involvement, and regulatory outreach programs, Liberty Water will continue to establish itself as the consolidator of choice in the water and wastewater industry. The outreach program, combined with the continued development of rate making expertise in 2011 will allow Liberty Water to capitalize upon investments it makes in its utilities." – Peter Eichler

Objective

We will continue to initiate the necessary actions towards becoming a trusted partner and gaining recognition by state regulators as a responsible participant in the Water/Wastewater utility.

Strategies

- Continue regular meetings with Regulators, Staff, and other stakeholders in States where LW currently operates as well as States that are likely to be future targets.
- Develop a data center of decisions, cases, and regulatory advancements that can be applied to current and future scenarios.

Management Team



Gerald Tremblay



David Ormsby



Pamela Carter



Gaetan Mercier



Linda Byrd



Rahi Nathwani



Sean Fairfield



Peter Eichler



Greg Sorensen



Wrangling children for the sake of Water Conservation, Emily Wunder presents an activity at the Gold Canyon/Apache Junction water festival.

- Develop the required framework to ensure timely, comprehensive, and accurate filings to state and federal regulators while ensuring that any material that goes to regulatory agencies can be reconciled with financial reports produced.

Objective

We will better our internal and external reporting framework, enhance IT support to business groups, improve systems, and enhance service levels while ensuring that we are able to accommodate continued growth through effective long term planning.

Strategies

- Manage deployment of new systems including the installation of VOIP call management system and implementation of the IVR system as well as investigate and scope out the feasibility of new and better systems.
- Establish processes and decision criteria and ensure integration of long term modeling and budgeting using Clarity in order to maximize returns on capital investment.
- Enhance the framework for monthly management reporting to enable timely management decision making and accommodate growth by leveraging existing resources.
- Establish and maintain an external financial reporting framework and ensure compliance with the debt covenants.

Embracing Change through Efficient Planning

Led By: Finance, Administration & IT

"The Finance, Administration & IT group will continue supporting Liberty Water's financial and reporting needs while laying a platform for accommodating future growth by establishing and maintaining a framework for long term planning and allocating capital expenditures between competing projects to maximize returns and strengthening the internal and external reporting." – Rahi Nathwani



Because water matters every day

Head Offices:

Liberty Water Co.

12725 W Indian School Road
Suite D101
Avondale, AZ 85392

Liberty Water Canada Co.

2845 Bristol Circle
Oakville, ON
L6H 7H7

National Grid/Liberty Energy
Docket No. _____
Joint Petitioners Attachment 8
Page 1 of 9



Algonquin

2011
Company Plan



Letter from the President

We are pleased to be sharing the results of our annual planning process with all APCo employees. The 2011 Company Plan presented in this book outlines the key areas of focus over the coming year. We believe that establishing clear objectives and expectations for our team is critical to continued success by ensuring that everyone understands how they can contribute to achieving the established objectives. Your participation, both as an individual and as a team member, is vital to meeting the objectives set for the coming year.

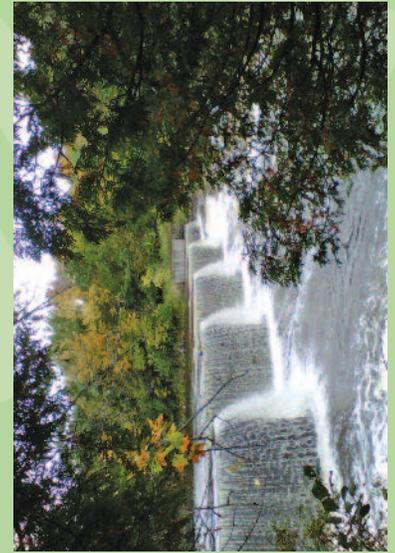
In review, 2010 brought both its share of challenges and successes. Hydrologic and wind resource conditions which were below long term averages in early 2010 were partially balanced by improved conditions through the Fall. The excellent performance of our energy from waste facility following its major unscheduled refurbishment was gratifying. In the face of a constantly changing electricity marketplace, both the Windsor Locks and the Sanger facilities delivered reliable performance through the year. Looking back on 2010, we believe that the brand values for which APCo stands – *Achievement, Care, Collaboration, Efficiency, Resourcefulness and Trust* have served us well in facing our challenges and celebrating our successes.

With respect to our 2011 plans, this year will see a continued focus on delivering on our earnings and growth commitments and a critical review of our existing portfolio to find ways to “do more with less”. Our focus on community engagement and environmental respect are continuing, in respect of which we all need to play a role by conducting our day to day activities with a combination of ethical and efficient business practices. Lastly, we are committed to evolving our planning and management processes in 2011 to generate opportunities for improved efficiencies.

As you will recall, 2010 saw the launch of our refreshed Algonquin Power Co. brand – we are committed to continuing to build this brand through 2011 by living those values for which we stand and maintaining the high standards embodied in APCo’s vision each and every day. All of our constituencies expect this of us. More importantly, we expect of ourselves.

Thank you for continuing to make Algonquin Power Co. a success and all the best for 2011.

Ian Robertson
President (Acting)



Kings Falls



Letter from the APCo Management Team

2010 was a year of change for Algonquin Power Co., with a new company brand and a new corporate structure. There have been many successes from 2010:

- The refurbishment of the APEFW facility.
- Start of construction for the Red Lily wind farm.
- Incorporation of the Northern Maine and New Brunswick facilities and staff into the APCo team.
- Transition of the Windsor Locks facility to market operation.
- Rollout of the Algonquin Hero's program and the Algonquin Achievement Fund supporting local events and continued employee learning.

We appreciate the hard work expended by all APCo employees in making 2010 a successful year.

Looking forward to 2011 there will be a continued focus on ensuring that all employees are properly equipped and trained to safely perform their work tasks, with the overall goal of eliminating workplace accidents.

For 2011 there are several projects planned to improve the planning and efficiency of the APCo organization including programs to improve communications between APCo employees. Over the next several weeks there will be a number of events planned to present the 2011 plan to as many employees as possible. If you have any questions or concerns about how you fit into the overall plan please feel free to speak with your supervisor or any member of the Senior Management Team.

Shuler *BBB* *Dur* *G*

[Signature] *[Signature]* *[Signature]*

Senior Management Team



Saint Alban

Our Values

- **Trust** – shareholder trust, employee trust, community trust
- **Care** – care for each other, care for the environment, safety first
- **Resourcefulness** – finding creative solutions to business problems
- **Efficiency** – optimal management of operational costs
- **Collaboration** – working together to maximize our outcomes
- **Achievement** – setting clear targets, celebrating our successes

Our Vision

“Power Invested”

At Algonquin, “Power Invested” is not only about investing in our assets, it’s a broader commitment to all of the elements that are critical for our long term success.

- **Invested in People** – through training, communications, and providing meaningful career development
- **Invested in Safety** – the commitment to ensure the safety of our employees and our communities is always top of mind
- **Invested in Growth** – we are committed to meeting ongoing aggressive growth targets
- **Invested in the Future** – maintaining a “long view” of our organization, and the protection of the environment, as our commitment to the future



St-Raphaël

Our Commitment

Algonquin is invested in...

Our Employees: *Operating as an Employer of Choice By...*

- Establishing a safe working environment which places the safety of our employees, customers and the public above all else
- Providing challenging career development opportunities to our employees through training, coaching and knowledge enhancement
- Valuing and recognizing the dedication and entrepreneurial contributions of our employees

Our Communities: *Contributing Positively By...*

- Demonstrating our commitment to the preservation and improvement of the environment
- Operating and managing our generating facilities safely with ethical and fair practice
- Establishing our presence as a community partner by committing dollars and employee time to local community initiatives and events

Our Shareholders: *Delivering Value By...*

- Providing predictable and stable return on equity through resourceful operating practices, careful capital investment based on the long view and the entrepreneurial management of our electricity sales
- Demonstrating continued growth by the aggressive pursuit of profit improvements through operating efficiency enhancements, completion of organic and green-field development projects and pursuit of acquisition opportunities

2011 Algonquin Power Company Plan Objectives and Strategies

We have established a number of strategic priorities for 2011, designed to ensure that we deliver on our commitments to our shareholders, our employees and our communities. Further, we have developed a plan of projects and activities which we believe will need to be completed in 2011 to meet the overall targets and objectives we have set. These are specific elements which we expect will integrate with our day to day work tasks, but are specific projects and activities needed to meet the aggressive goals we have set. Your managers will be working with you to determine how your specific tasks and objectives will support achievement of our corporate objectives for 2011.

National Grid/Liberty Energy
Docket No. _____
Joint Petitioners Attachment 8
Page 5 of 9



Safety Must Always Come First

Led By: All functional areas

"Employee and public safety is of paramount importance to APCo. The 2011 Company Plan reflects this emphasis and contains a number of specific measures APCo will undertake to improve our safety program. Working together we can continue to develop and support a strong safety culture throughout the organization. Safety – Make it Personal!" – Pete Michaud

Objective

We will continue to enhance an organizational culture in which the health and safety of our employees and the public is paramount.

Strategies

- The President of APCo will create an environment where loss time incidents receive the highest level management visibility to ensure the organization appropriately adapts to prevent future injuries.
- All APCo employees will demonstrate a clear emphasis on safety in all business planning meetings and activities including reviewing all reported "close calls" at quarterly health and safety meetings.
- The Regulatory Affairs team will champion initiatives to track and increase "close call" reporting across the organization.
- The Regulatory Affairs team will ensure that site specific and regional safety plans contain relevant and updated content and electronic access to such information is provided to all team members.
- The Regulatory Affairs team will undertake automation of environmental, health and safety information gathering to allow more efficient and effective dissemination of performance to APCo team members.

An Engaged Employee Team is Key to Our Success

Led By: Human Resources

"We are committed to continuing to build an organization that meets the needs of our employees. In addition to completing compensation and competency development projects, new initiatives in 2011 include introduction of an company-wide training platform, a new Employee Handbook, leadership development and succession planning programs, and a "Welcome to Algonquin Power Co." program for new employees." – Alyssa Burkus

Objective

We will achieve enhanced employee engagement by providing a work environment that rewards high performance, meets the evolving needs of management and employees, and reflects APCo's values in our communications and employee programs.

Strategy

- The Human Resources team will continue to develop and refine employee programs related to career growth and learning.
- APCo managers will, with the assistance of the Human Resources team, clarify to each employee the expectations for performance in relation to core competencies. The Human Resources team will introduce management tools to assist APCo managers across the organization to consistently apply performance evaluations.
- The Human Resources team will continue to measure the effectiveness of communications at all levels within APCo and will assist the APCo senior management team to improve same.
- The Human Resources team will complete the 2011 employee engagement and satisfaction survey, publish the results to all

employees and work with individual employee groups to identify initiatives for addressing priority issues.

- The Human Resources team will develop an APCo specific new employee on-boarding program to ensure the APCo vision is consistently shared by all team members including development of "History of Algonquin / What it means to work at Algonquin" overview.

We Must Deliver the 2011 Promised Financial Returns

Led By: Operations and Energy Marketing

"We are committed to deliver attractive financial returns to shareholders by meeting the 2011 budget. We will accomplish this through resourceful operating practices, prudent capital investment for the long long term view of our assets. In addition, APCo is constantly seeking new opportunities to market the output from its facilities. The overall goal of this work is to provide price certainty, and increase profitability through incremental retail business activity." – Dwayne Conley

Objective

We will generate EBITDA and Return on Assets in accordance with the 2011 budgets.

Strategy

- The Operations Team will ensure that business managers provide clear visibility to and demonstrate accountability for financial and operational results on a quarterly basis.
- The Finance and Administration Team will ensure that accurate and timely financial and operational information is provided to all business managers to facilitate effective

operation and management of our facilities.

- The Operations and Asset Management teams will ensure that the 2012 budgeting process is undertaken in a timely manner and reflects the maximum expected performance from the portfolio.

We Have Promised Growth to Our Shareholders

Led By: Business Development and Energy Marketing

"We are confident that the continuing efforts of the Energy Services and Business Development teams will secure new opportunities for EBITDA and asset growth in 2011. While securing attractive growth opportunities is an important element in providing shareholder returns, realizing on such growth initiatives has also proven to be an important source of career advancement opportunities for the APCo team." – Jeff Norman

"Planning for the future is an empowering and challenging process. The Asset Management, Energy Services and Business Development teams with support from Operations and other functional groups will establish targeted growth initiatives for the coming years, which initiatives will be designed to leverage the skills of our employees and deliver stable returns to our investors." – Dwayne Conley

Objective

We will announce by the end of 2011, asset investment initiatives which will grow the portfolio and forecast earnings by more than 15% and forecast earnings per share of more than 5%. We will develop a pipeline of growth targets which are expected to provide future investment opportunities.

Strategy

- The Business Development team will attempt to continue attempt to replicate the 2010 Red Lily success by pursuing additional wind project development opportunities in Saskatchewan, Quebec and California.
- The Business Development team will develop and implement a dashboard system for giving visibility to the investment opportunity tracking system to identify successes, failures, and opportunities on a quarterly basis.
- The Energy Services team will identify, solicit, and contract with non-APCo generation/ energy companies for energy management services.
- The Energy Services team will review the potential acquisition of existing retail operations to increase revenues and EBITDA on an accretive basis.
- The Energy Services and Business

Development teams will jointly develop an internal position paper identifying opportunities and their value related to renewable energy credits and carbon reduction attributes.

We Should Be a Responsible Corporate Citizen

Led By: Regulatory Affairs

"APCo's business model of sustainable returns is premised on economic longevity, community engagement, and respect for the environment. We need to ensure that these priorities are reflected in everything that we do." – **Pete Michaud**

Objective

We will reach consensus regarding a

definition of what being a 'good environmental steward' means beyond simply conducting our operations in compliance with regulations and we will publish a set of guidelines governing our businesses and development initiatives.

Strategy

- The Regulatory Affairs team will coordinate an APCo management team initiative to determine and communicate the reasonable expectations and operational limits for environmental exceedances for the thermal facilities and oil spills within all hydro regions
- The Operations team will, with the assistance of the Regulatory Affairs team, manage the operations of each of our facilities to appropriately minimize the issuance of Notices of Violation or Administrative Enforcement Actions.
- The Regulatory Affairs team will develop and implement an APCo Environmental Stewardship Program consisting of policies and guidance documents.
- The Regulatory Affairs team will provide support to the Operations team to ensure all plant operators are trained on plant level environmental requirements on an annual basis
- The Regulatory Affairs team will provide company wide reporting on environmental compliance and performance quarterly.

Our Portfolio Needs Optimization

Led by: Asset Management

"In 2010 we completed a review of the assets in the APCo portfolio. During this review we have identified a number of significant opportunities to improve the

overall performance of APCo. In 2011 we will implement recommendations from this review with the ultimate goal of improving the long term performance of the portfolio."
– **Mike Griffin**

Objective

We will maximize the long term financial returns from the APCo portfolio by making effective capital investment and portfolio acquisition and disposition decisions.

Strategy

- The Asset Management team will begin implementation of portfolio planning and management processes to ensure maximum profitability and long life of existing generation assets.
- The Asset Management team will complete capital and operational audits of certain major facilities in 2011.
- The Business Development and Asset Management teams will undertake a planning exercise to appropriately target long term growth opportunities within the portfolio.

We Need to Be Efficient

Led By: Operations and Asset Management

"With Efficiency as one of our core values we are committed to improving the efficiency of our operations and practices. This relentless pursuit of improved efficiency relies on the resourcefulness of all members of the APCo team. In addition there are a number of new and exciting capital projects that we will be initiating during 2011 that will require significant team work from all groups within APCo"
– **Bulmaro Landra**

Algonquin Power Co.

(thousands of Canadian dollars)

Renewable	Budget 2010	Actual 2010	Budget 2011
Hydro			
Quebec	\$ 15,279	\$ 15,991	\$ 15,710
Ontario	9,660	6,611	9,617
Western-Canada	3,652	2,983	3,499
New England	1,320	(325)	355
Maritimes	6,261	6,110	5,039
New York	560	(418)	515
Total	\$ 36,732	\$ 30,952	\$ 34,735
AES	\$ 524	\$ 1,040	\$ 814
Wind - St. Leon	19,621	17,921	19,807
Wind - Red Lily	3,139	2,460	2,436
Thermal			
Sanger	\$ 6,119	\$ 7,491	\$ 6,352
Dyna Fibers	740	95	38
Windsor Locks	4,654	6,590	3,206
Energy from Waste and BCI	7,116	4,121	8,344
Other			
Interest Income	\$ 724	\$ 285	\$ 297
Administration	(7,680)	(8,073)	(9,152)
EBITDA	\$ 71,690	\$ 62,882	\$ 66,878

Human Resources Team



Asset Management Team



Operations Team



Finance Team



Business Development Team



Safety Team



Technical Services Team



area's operational performance and strengthening our planning, budgeting and forecasting processes to drive improvements which will yield strong financial results. We are strengthening APCo by reviewing and revising Human Resources and Administration policies and programs for consistency, implementing an IT strategy to manage our growth needs, and proactive financial management." – Boris Baril

Objective

We will implement a long term analysis, planning and measurement process to support the organization in earning maximum return on invested capital and making appropriately critical and forward thinking portfolio management decisions, as well as implement changes to improve operational readiness for continued acquisitions, including process improvements and enhancements to IT infrastructure.

Strategy

- The Finance and Administration team will complete implementation of the Clarity based business planning systems to support the integration of operations management information, budgeting and long term asset management modeling processes.
- The Asset Management team will champion the development of a knowledge management system for sharing of best practices between regions.
- The Finance and Administration team will perform an information technology assessment and define and implement an information technology strategy.
- The Finance and Administration team will develop and information technology platform which is scalable and will support the integration of acquisitions into the group.



Red Lilly

Objective

We will implement appropriate policies and procedures to deliver operational excellence and to ensure optimal efficiency levels are met and exceeded.

Strategy

- The Asset Management team will develop and, with the assistance of the Operations team, implement an operational audit process for major plants to assess operational efficiency and performance against operating procedures.
- The Operations team, with the assistance of the Human Resources team, will undertake a complete review of our time tracking, vacation accrual and overtime management policies and procedures to implement an operating environment of mutual professional respect.
- The Operations and Asset Management teams will implement a post-acquisition audit process to compare actual results achieved against pre-acquisition performance projections.

Strengthening our Management Processes

Led By: Human Resources, Finance & Administration

"At APCo we are focusing on each functional



Algonquin

National Grid/Liberty Energy
Docket No. _____
Joint Petitioners Attachment 8
Page 9 of 9

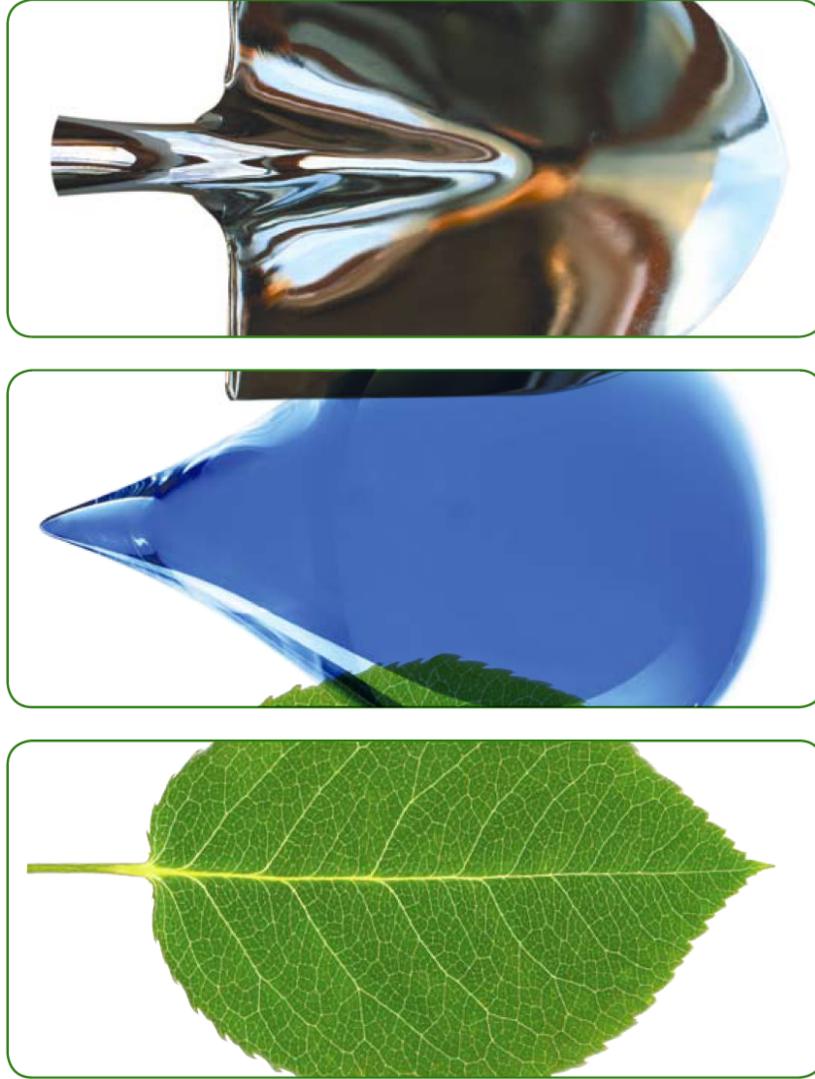
Power Invested.

Head Office:

Algonquin Power Co.
2845 Bristol Circle
Oakville, ON
L6H 7H7

*Liberty Water
Management
Summary*

*2010 Employee
Survey Results*



May 2010

Approach



- Web-based survey sent to APUC* employees in early March; asked to reply as if it was January 4, 2010 (start of year)

- Key objectives:
 - Benchmark current employee engagement levels to enable future monitoring
 - Analyze employee engagement at the overall level as well as by business unit to establish benchmark baselines and allow for future monitoring
 - Benchmark employee engagement of APUC in comparison to other leading companies tracked by Hewitt Associates
 - Determine which factors most strongly influence employee engagement

- 70% response rate; significantly higher participation over 2006 survey

* For simplicity, unless indicated otherwise, “APUC” in this summary will refer to employees across the various organizations: APUC, APCO and Liberty Water.

Why benchmark to “Best Employers”?



- “Best Employers” refers to leading ranking of top employer practices by Hewitt Associates in 50 markets globally, looking at key markers for employee engagement – aligning people practices to best engage the emotional and intellectual commitments of employees
- Companies listed as “Best Employers” have significant business benefits tied to high engagement, including:
 - Significantly lower turnover (and associated costs)
 - Larger qualified applicant pool during recruiting
 - Outperform other organizations in productivity and financial performance
 - 78% more productive
 - 40% more profitable

Respondent Profile



	Total	Total
Organization		
Algonquin Power	59%	
Liberty Water	41%	
Gender		
Male	68%	
Female	21%	
Prefer not to say	12%	
Age		
18-34	20%	
35-44	27%	
45-54	23%	
55-64	13%	
65+	2%	
Prefer not to say	16%	
Tenure		
Less than 1 year	11%	
1 year to less than 2 years	10%	
2 years to less than 5 years	22%	
5 years to less than 10 years	26%	
10 years or more	18%	
Prefer not to say	13%	
Position		
Staff	54%	
Supervisor	10%	
Manager	11%	
Director and above	4%	
Prefer not to say	22%	
Region		
USA - Northeast	13%	
USA - Southwest	29%	
USA - Central	4%	
Canada - East (QC/NB/NL)	8%	
Canada - Central (ON)	26%	
Canada - West (MB/AB/BC)	3%	
Prefer not to say	18%	

APUC Survey Results - Strengths



- APUC is in a strong position on a number of employee fundamentals:
 - **Safety** - Workplace health and safety – very strong scores in this area
 - **Resources** - Availability of tools and resources for employees to do their jobs
 - **Autonomy** - Environment where employees can act on their own internal motivations to do a good job
 - **Work Life Balance** – priority for many; important lifestyle factor
 - **Relationships** - Strong bonds between front line managers and employees
 - **Corporate Social Responsibility** - Strong feelings that the company is socially and environmentally responsible
 - **Strong Engagement Foundation** – Key employee engagement questions had agreement statements between 60 – 70%, providing a good foundation and starting point for organizational change efforts

Sample Questions - Strengths



■ Agree
 ■ Neutral
 ■ Disagree

Sample Questions & Results in Key Areas:

- **Physical Work Environment** (average agreement with items = 89.5%)

I am aware of the health and safety hazards related to my job.

	97%
	2%

- **Work Tasks** (82.0%)

I truly enjoy my day-to-day work tasks.

	81%
	16%

	75%
	21%

- **Intrinsic Motivation** (74.3%)

I get a sense of accomplishment from my work.

	87%
	10%

	78%
	18%

- **Corporate Social Responsibility** (73.3%)

This is a socially and environmentally responsible organization.

	86%
	13%

- **Co-Workers** (72.7%)

My co-workers display integrity and ethical conduct at all times.

	71%
	20%

	83%
	14%

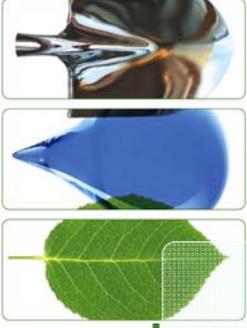
- **Resources** (71.8%)

The tools and resources I have allow me to be as productive as possible.

	66%
	17%

	67%
	26%

Best Performance vs. Norms



The categories in which APUC exceeds or comes closest to the Best Employers norms are:

- Work Tasks (+3.6 percentage points APUC score vs. norm)
- Resources (+.7)
- Work-Life Balance (-.8)
- Intrinsic Motivation (-.9)

Key Vulnerabilities Identified



- Significant areas of concern exist in 5 key areas, as results are dramatically lower than “Best Employers” baselines:
 - **Pay** - Perception that employees are not paid appropriately for their position is compounded by lack of communication about pay policies and practices
 - **Career Opportunities** – strong feedback that employees continue to seek guidance and counselling on career development, and need greater communication about existing opportunities
 - **Learning and Development** – as with above, gaps in counselling as well as communications were expressed by employees
 - **Recognition** – uncertainty as to whether the right people are being recognized, and feedback that recognition is not consistently applied across the organization
 - **Retirement Savings** – better/additional communication of retirement plan options is needed; more significant concerns in Canada vs U.S.

Sample Questions – Areas for Improvement



Sample Questions & Results in Key Areas:

■ Agree
 ■ Neutral
 ■ Disagree

- **Pay** (average disagreement with items = 30.1%)

This organization's communications have helped me gain a good understanding of my pay program.



- **Career Opportunities** (21.9%)

I know what career opportunities are available to me at this organization.



- **Learning and Development** (21.6%)

This organization has an effective process to help me identify my development needs.



- **Recognition (beyond Pay & Benefits)** (20.2%)

Our recognition programs recognize the right people for the right things.

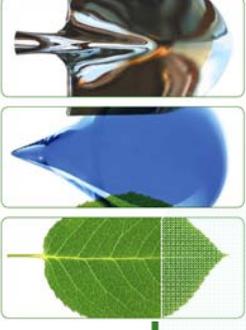


- **Retirement Savings** (19.6%)

The organization's communications have helped me gain a good understanding of my retirement/savings plan(s).



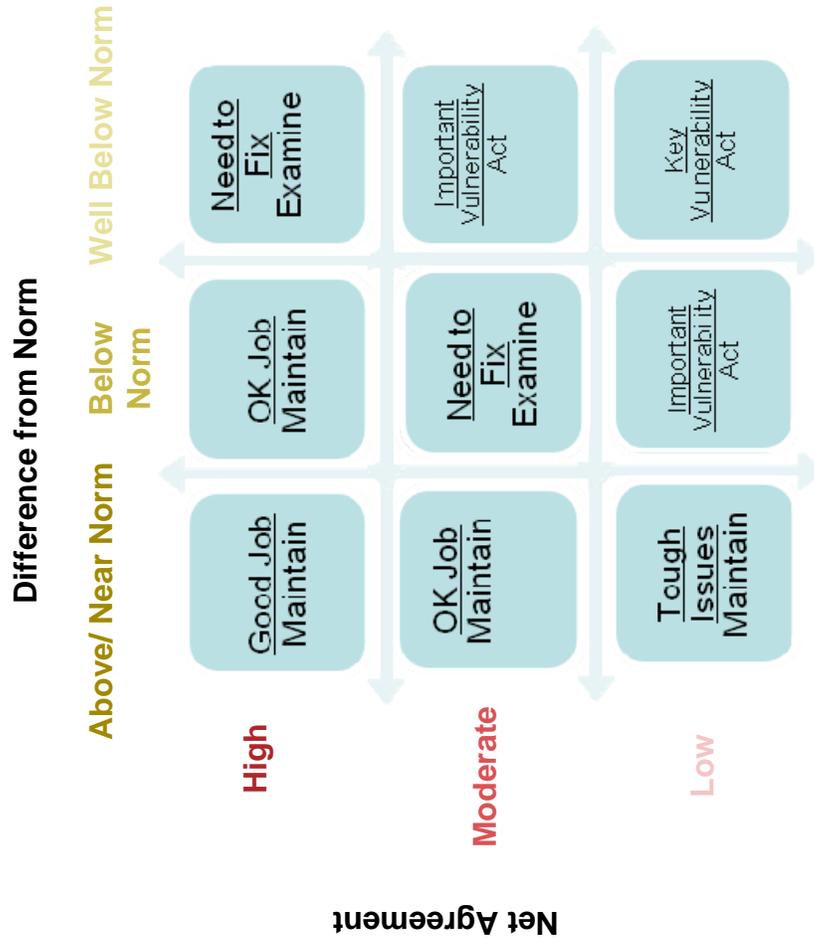
Worst Performance vs. Norms



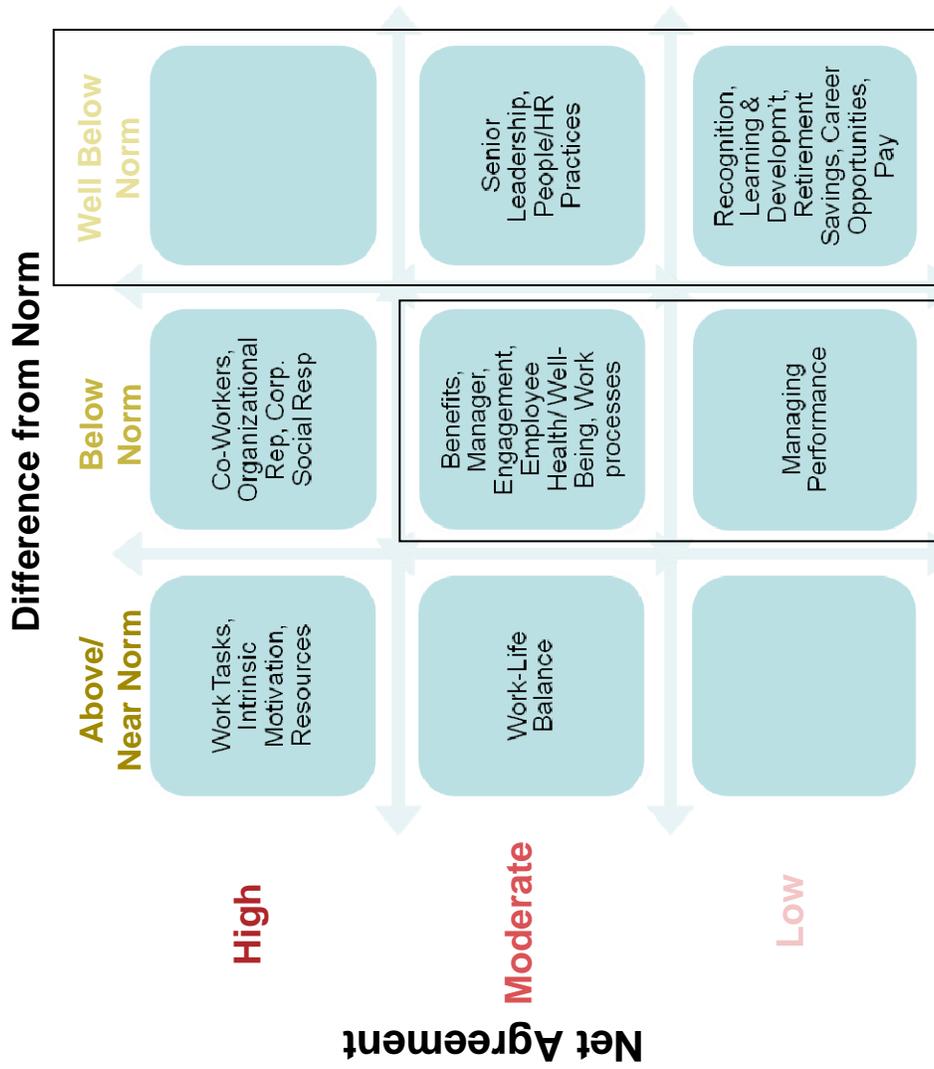
The categories in which APUC is farthest below the Best Employers norms are:

- Retirement Savings (-28.0 percentage points APUC score vs. norm) (Note: only one item in this category has normative data.)
- Pay (-24.5)
- People/HR Practices (-20.0)
- Career Opportunities (-19.7)
- Senior Leadership (-17.7)
- Learning and Development (-16.8)
- Recognition (-15.0)

Highlighting Significant Concerns



Performance vs. Norm



No Norms for Physical Work Environment (high net agreement). IT (moderate net agreement) and Work Force Management (low net agreement.)

Critical Issues – Pay



Key issues relate to understanding compensation policies, and significant perception of underpayment (even when you remove the “norms” of responses typically seen in other surveys):

- 43% feel they are appropriately paid for their position
- 46% feel their performance impacts their pay
- 27% agree communications have helped them understand Algonquin’s pay program
- 47% agree if the organization performs well, share appropriately in their success

Critical Issues – Career Opportunities



- One of the areas where LW had scores below APCo
 - “There are sufficient career growth opportunities for me at this organization”
- 49% know what career opportunities exist for me
- 35% believe career opportunities go to the most qualified individual
- 32% have access to career guidance and coaching

Critical Issues – Managing Performance



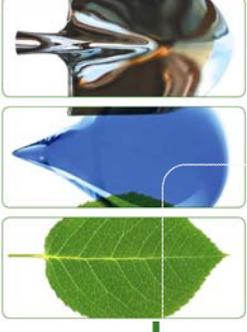
- 47% feel the way performance is measured makes sense.
- 43% feel communications help them understand how performance is managed
- 50% sees managers dealing effectively with poor performance
- 61% has manager who sets clear expectations
- 71% feel manager understands their job well enough to evaluate

Critical Issues - Communications



- Communications gaps are a running theme through many of the questions and results:
 - Lack of understanding of pay, benefits and retirement program options
 - Uncertainty about career growth opportunities

Algonquin Power vs. Liberty Water



Is there any consistent pattern regarding the five Key Vulnerabilities (delineated on the previous page) and/or the other categories?

Consistently, Liberty Water outperforms Algonquin Power.

Among the five Key Vulnerabilities, Liberty Water is particularly doing well in the following areas:

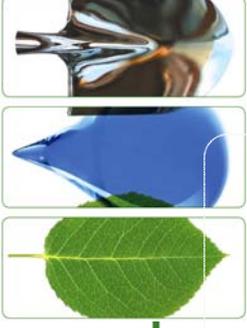
Career Opportunities

- Areas of significant higher agreement among Liberty Water employees are:
 - Senior leaders make me feel positive about the future of our organization.
 - I understand what is required to advance in this organization.
 - Career opportunities always go to the most qualified person.

Recognition

- The key strengths for Liberty Water here are:
 - I am treated like a valued member of this organization.
 - Our recognition programs recognize the right people for the right things.
 - This organization's communications have helped me gain a good understanding of how we recognize people here.
 - Recognition is applied consistently throughout this organization.

Algonquin Power vs. Liberty Water



Additional areas in which Liberty Water performs significantly better than Algonquin Power are:

- Managing Performance
- Senior Leadership
- Engagement
- Organizational Reputation
- Intrinsic Motivation
- Corporate Social Responsibility

Recommendations for 2010 Improvements



- **Compensation Policy & Performance Management Overhaul**
 - Ensure policies and approach are performance-based, reflect awareness of market value, and widely communicated to ensure clear understanding
 - Rollout of new performance management system to support comp framework
- **Communications**
 - Need to drive increased communications, introducing new channels (e.g., web-based, intranet, etc.), and training managers to communicate/support key activities and messages
 - Content areas include corporate updates, safety, HR programs and policies, and career development
- **Learning & Development**
 - While training efforts are supported widely, employees are missing opportunities for coaching & development and wanting greater access to career growth support
 - Performance management changes will support L&D efforts as well
- **Senior Management Influence** (primarily APCo)
 - Senior management (Directors and above) need to be seen as visible and vocal leaders, helping to communicate and carry corporate change messages; coaching and training may be required in key areas
- **HR Activities**
 - Updates to policies and procedures; move to intranet
 - Webinars with information about benefits programs
 - Create onboarding program to ensure employees have smooth transition to Algonquin/LW work life

Communicating Survey Results



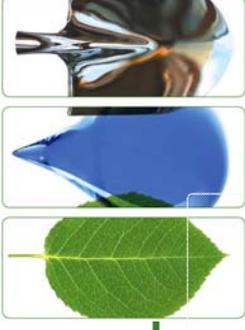
Results will be communicated within each Organization:

- Senior Management Discussion
 - Management Team Conference Call – early May
 - All Employee Call – WebCast –late May
 - Oakville Employees - in person meeting?
 - Summary results & planning commitments posted to intranet
 - Progress report included with Q3 Conference Call (early November)
-
- Discussion Items:
 - Agreement on priorities and commitments for areas of improvement?
 - Do we post the full results, or only the summary ppt?
 - Individual manager follow up – what expectations do we want to set?
 - Date/process for communicating to Liberty Water employees?



APPENDIX – SURVEY DATA (KEY AREAS)

Pay



Net agreement = 10.5%; Distance from Norm = -24.5 percentage points.

One third say that pay is not appropriate for their roles and even more say communications is not fostering understanding (agreement is 47 points below norm.) Exacerbating the above are the one in four who say their performance does not have an impact on their pay and the organization does not share its success.

My pay is appropriate for the role I have in this organization.



My performance has a significant impact on my pay.



This organization's communications have helped me gain a good understanding of my pay program.

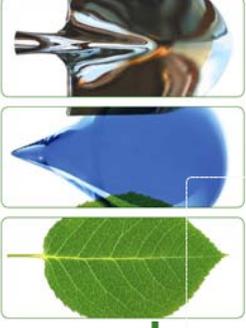


If this organization does well, I will appropriately share in its success.



■ Agree ■ Neutral ■ Disagree

Career Opportunities



Net agreement = 25.4%; Distance from Norm = -19.7 percentage points.

Despite three in five saying their career opportunities look good at APUC, major issues are seen with access to counselling and communications. One in four feels that opportunities do not always go to the most qualified person, that there are not sufficient opportunities available to them and that they do not know what is required to advance.

My future career opportunities here look good.



I know what career opportunities are available to me at this organization.



There are sufficient opportunities within this organization for me to advance my career.



Career opportunities always go to the most qualified person.



■ Agree ■ Neutral ■ Disagree

Career Opportunities (Cont.)



I understand what is required to advance in this organization.



In this organization, excellent career opportunities are available to employees who perform well.



I have access to valuable guidance and counselling about my career.



There are sufficient opportunities within this organization for me to improve my skills in my current role.



There are sufficient opportunities within this organization for me to satisfy my personal goals for new challenges and development.



This organization's communications have helped me gain a good understanding of learning and development/career opportunities here.



Senior leaders make me feel positive about the future of our organization.



■ Agree ■ Neutral ■ Disagree

Managing Performance



Net agreement = 39.9%; Distance from Norm = -12.5 percentage points.

Seven out of ten employees feel they know what they need to do to help the organization and that their managers understand their jobs well enough to evaluate them. Managers are seen as setting expectations and upholding high standards. But the performance management system is not seen as understandable nor has it been well-communicated.

My manager provides regular feedback that helps me to improve my performance.



My manager sets clear expectations and goals with me.



My manager understands my job well enough to evaluate my performance.

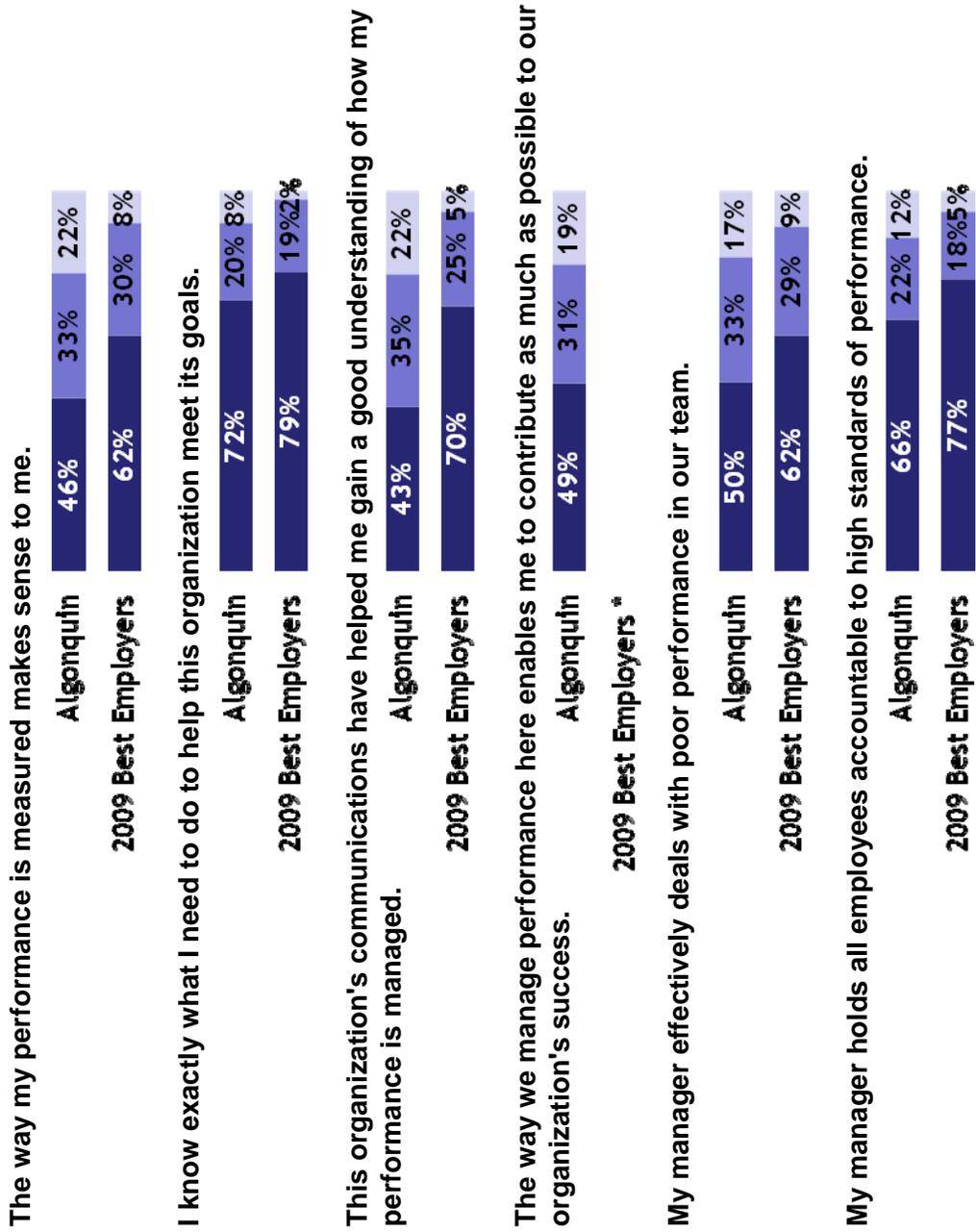


Our performance management process does a good job of identifying my strengths and improvement areas.



■ Agree ■ Neutral ■ Disagree

Managing Performance – Cont.



■ Agree ■ Neutral ■ Disagree

*Note: APUC unique questions. No comparison data available.

People/HR Practices



Net agreement = 42.8%; Distance from Norm = -20.0 percentage points.

APUC results are well below norms in this area – although there is agreement on all but one issue (helping employees balance work and personal commitments). The two biggest gaps vs. norms are with regard to HR practices’ supporting the organization’s culture and creating a positive work environment.

Our people/HR practices create a positive work environment for me.



Our people/HR practices support our organization's culture.



I feel I am treated with respect when I raise issues with HR.



2009 Best Employers *

I feel I am treated fairly when I raise issues with HR.



2009 Best Employers *

■ Agree ■ Neutral ■ Disagree

*Note: APUC unique questions. No comparison data available.

People/HR Practices



My manager effectively implements and supports our people/HR practices.



This organization delivers on the promises it makes to its employees.

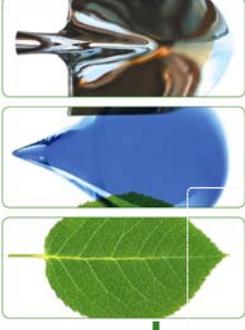


This organization has practices and programs that help me balance work and personal commitments.



■ Agree ■ Neutral ■ Disagree

Senior Management



Net agreement = 43.9%; Distance from Norm = -17.7 percentage points

While agreement with Senior Leadership statements range from 54% to 77% (with one exception), results are well below Best Employers norms. The two areas with largest disagreement are effective leadership (22%) and delivering on promises (20%). Senior Leaders are seen as ethical (67%) and supporting the environment and corporate social responsibility (77%).

I see strong evidence of effective leadership from senior leaders.



Senior leaders deliver on the promises they make to employees.



Senior leaders make me feel positive about the future of our organization.



Senior leaders have clearly communicated what our organization needs to do to be successful.



■ Agree ■ Neutral ■ Disagree

Senior Leadership (cont)



Senior leaders consistently demonstrate our organization's values through their behaviour and actions.



Senior leaders display integrity and ethical conduct at all times.



Senior leaders are effectively addressing the challenges we are facing in the current economic environment.



Senior leaders actively support our organization's efforts to be a socially and environmentally responsible organization.



Senior leaders communicate the right amount of information to me about activities happening in our other subsidiaries.



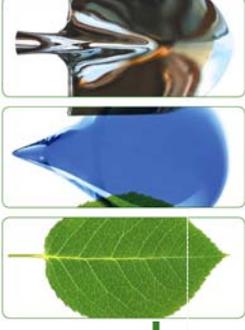
I am treated like a valued member of this organization.



■ Agree ■ Neutral ■ Disagree

*Note: APUC unique questions. No comparison data available.

Engagement



Net agreement = 54.6%; Distance from Norm = -7.4 percentage points

These summary items on recommendation, retention and discretionary effort show that APUC has a strong foundation for organizational change. Agreement scores between 60% and 70% show employees are engaged. Even though these results are below norms (for some of the reasons cited earlier), there is a healthy basis for dialogue.

I would, without hesitation, recommend this organization to a friend seeking employment.



Given the opportunity, I tell others great things about working here.



I rarely think about leaving this organization to work somewhere else.



This organization inspires me to do my best work every day.



This organization motivates me to contribute more than is normally required to complete my work.



■ Agree ■ Neutral ■ Disagree

“What one thing could Algonquin do to improve working life?”



Top 10 Mentions

Better communications	15%
More/competitive pay/ pay increases/ improve pay structure	13%
Share responsibility/decision/ accept suggestions from all levels	8%
Improve advancement opportunities/process	8%
Streamline work processes (administrative/ paper work, etc.)	8%
Better/more training	7%
Better benefits/ stock options purchase plan	7%
Treat all employees equally/fairly	5%
Better/more/newer equipment/tools	5%
More respectful treatment from upper management	5%

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement is dated as of March 3, 2011 (this "Agreement"), between National Grid USA, a Delaware corporation (the "Seller"), and EnergyNorth Natural Gas, Inc., a New Hampshire corporation (the "Company"), (collectively, the "Parties").

R E C I T A L S:

WHEREAS, the Seller and Liberty Energy Utilities Co., a Delaware corporation (the "Buyer"), are parties to the Stock Purchase Agreement, entered into on December 8, 2010 and amended and restated January 21, 2011 (the "Purchase Agreement"), relating to the purchase and sale of all the outstanding Shares (as defined in the Purchase Agreement) of the Company; and

WHEREAS, the Purchase Agreement provides that the Seller will, and the Buyer will cause the Company to, enter into this Agreement whereby the Seller, or its Affiliates (as defined in the Purchase Agreement), will provide Services (as defined herein) to the Company during the Transition Period (as defined herein).

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following terms will have the definitions hereinafter specified. All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

1.1 "Service" or "Services" shall mean those services listed and described on Schedule A attached to this Agreement to be provided pursuant to the terms and in the manner described herein.

1.2 "Transition Period" shall mean, with respect to each Service, the period beginning on the Closing Date and continuing for such term as indicated on Schedule A to this Agreement; it being understood that the Company shall use reasonable best efforts to terminate each Service as soon as reasonably practicable.

SECTION 2
SERVICES

2.1 Transition Services.

- (a) During the applicable Transition Period, the Seller agrees to provide, or cause its Affiliates to provide, to the Company all of the Services set forth on Schedule A to this Agreement.
- (b) The Services will be provided in accordance with the terms, limitations and conditions set forth herein and on Schedule A to this Agreement.
- (c) The Parties may, in writing, mutually agree to modify, reduce or increase the scope of any Services at any time. It is further agreed that the Parties will work in good faith prior to the Closing Date to supplement and refine the descriptions of the Services in Schedule A, which may include a detailed list of operating procedures for certain of the Services, and that Schedule A may be modified upon written agreement of the Parties to include such additional detail.

2.2 Quality of Services. The Seller or its Affiliates shall provide the Services to the Company in accordance with their respective past practices and standards for the provision of such Service or Services.

2.3 Representatives. Each Party designates (and from time to time may replace) one or more representatives to act for and on behalf of such Party on matters concerning this Agreement or the Services, as set forth on Schedule A to this Agreement. Each Party shall promptly notify the other Party in writing of any subsequent replacement of any of such representatives of such Party.

2.4 Data. The Seller or its Affiliates will maintain such data and information regarding the Services that is required to be maintained pursuant to Schedule A or by applicable Law or as is otherwise customarily retained in connection with the applicable Services. The Company will own all such data and information relating solely to the Services; provided that the Seller and its Affiliates shall at all times have the right to retain a copy of all such data and information and to use such data and information for all purposes related to the Services. Upon the expiration or termination of the provision of any particular Services the data and information maintained by the Seller or its Affiliates in connection therewith will be provided to the Company in hardcopy or, at the Company's option, in the electronic format in which it is maintained by the Seller or its Affiliates; provided, that at the Company's sole expense, the Seller will reasonably cooperate with the Company in connection with any conversion of such data and information into any other format requested by the Company.

2.5 Personal Information. Each Party agrees that it and its Affiliates, in the provision or receipt of any Services hereunder, will comply with all applicable Laws governing the collection, accessibility, use, maintenance, disclosure, protection or

transmission of personal, health, or other information regarding identifiable persons that is the subject of such Laws.

SECTION 3
PAYMENT

3.1 Payment.

(a) In consideration for receiving the Services, the Company will pay to the Seller or its Affiliates, as applicable, for each calendar month during which any Services are provided to the Company, an amount equal to the total of (i) the Allocated Costs (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; (ii) the Direct Charges (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; and (iii) all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing each such Service (including, but not limited to, airfare, lodging, meals, mileage, parking and ground transportation) (together, the "Monthly Payment"). The Monthly Payment for the calendar month in which the Closing occurs will be prorated for the number of days of Services received in such calendar month (based on a thirty (30)-day month). The Parties agree that the Monthly Payment constitutes a reasonable approximation of the actual costs incurred by Seller to provide the Services for which payment is made.

(b) Except as otherwise provided herein, statements will be rendered each month by the Seller or its Affiliates, as applicable, to the Company for Services delivered during the preceding month and all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing such Services (the "Monthly Statement"). Such Monthly Statements will be substantiated by supporting information to the extent available and will itemize in reasonable detail the basis for such Monthly Statement. Each Monthly Statement will be payable to the Seller, or its Affiliates, as the case may be, in cash ten (10) days after the invoice date of such Monthly Statement. Any overdue payment will bear interest at twelve percent (12%) per annum until paid.

(c) No amounts due hereunder from the Company to the Seller or its Affiliates may or will be offset or held in escrow by the Company against amounts due or allegedly due from the Seller or its Affiliates to Buyer or its Affiliates pursuant to the Purchase Agreement or any other documents delivered in connection with the transactions contemplated by the Purchase Agreement.

(d) The Company will pay and be responsible for all sales, service, value-added, use, excise, consumption, and other similar taxes (but excluding any withholding taxes or other net income or franchise taxes that are assessed or imposed against the Seller or its Affiliates) and duties that are assessed or imposed against the Seller or its Affiliates on the provision of Services as a whole, or of any

particular Service, pursuant to the terms of this Agreement. Any and all payments by or on account of any obligation of the Company hereunder will be made free and clear of, and without deduction for, any and all present or future taxes, including deductions, charges or withholdings imposed by any Governmental Authority.

SECTION 4 TERM

4.1 General. Each Service will commence on the Closing Date, and will continue for the applicable Transition Period; provided, however, that the Company may terminate this Agreement, or any Service or Services provided hereunder by the Seller or its Affiliates upon thirty (30) days prior written notice.

4.2 Amounts Due. In the event of a termination of this Agreement, all outstanding amounts due from the Company under Section 3.1, up through and including the date of termination, will become due and payable to the Seller or its Affiliates, as applicable. The fee for any terminated Service will be prorated for the number of days of Service received in the calendar month (based on a thirty (30)-day month) in which the Service is terminated.

4.3 Survival. Sections 3.1, 4.2, 4.3 and 6.2 through and including 6.14 and Section 5 hereof shall survive the expiration or other termination of this Agreement.

4.4 Effectiveness. Notwithstanding anything else in this Agreement to the contrary, this Agreement shall not become effective unless and until the transactions contemplated by the Purchase Agreement have been consummated in accordance with the terms of the Purchase Agreement and the Closing Date has occurred. If the Purchase Agreement is terminated prior to the consummation of the transactions contemplated thereunder, this Agreement shall automatically be deemed invalid and of no further force and effect.

SECTION 5 LIABILITIES; INDEMNIFICATION

5.1 Consequential and Other Damages. Neither the Seller nor any of its Affiliates will be liable, whether in contract, in tort or otherwise, for any punitive, special, indirect, incidental, liquidated or consequential damages whatsoever, which in any way arise out of, relate to, or are a consequence of, its performance or nonperformance hereunder, or the provision of or failure to provide any Service hereunder.

5.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE SELLER NOR ANY OF ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HERewith, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR BREACH HEREOF, OR FROM THE SALE, DELIVERY, PROVISION OR USE OF ANY SERVICE OR DOCUMENTATION OR

DATA PROVIDED UNDER OR COVERED BY THIS AGREEMENT EXCEPT IN THE EVENT OF THE SELLER'S OR ANY OF ITS AFFILIATE'S, AS THE CASE MAY BE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THIS AGREEMENT, IN WHICH CASE THE AGGREGATE LIABILITY OF THE SELLER AND ITS AFFILIATES SHALL BE LIMITED TO THE SUM OF ALL FEES RECEIVED BY SUCH PARTIES FOR SERVICES UNDER THIS AGREEMENT.

5.3 Indemnification. The Company will indemnify and hold harmless the Seller and its Affiliates for any Liability that is incurred by the Seller or its Affiliates, as the case may be, under this Agreement, except solely to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement. The Seller will indemnify and hold harmless the Company and its Affiliates for any Liability that is incurred by the Company or its Affiliates, as the case may be, to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement.

SECTION 6 GENERAL PROVISIONS

6.1 Access. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have access to any information or records kept by the Company or its Affiliates for the purposes of the delivery of such Service under this Agreement. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have the right of reasonable ingress to and egress from the Company's premises, during regular business hours and upon reasonable prior notice, for purposes specifically connected with the delivery of such Service hereunder.

6.2 Confidentiality. All confidential or proprietary information provided by the Parties pursuant to the terms of this Agreement will be kept confidential and will not be disclosed or otherwise disseminated to any other Person, whether orally or in writing, at any time. Notwithstanding the foregoing, confidential and proprietary information shall not include information that is or becomes publicly available other than as a result of any act or omission by the disclosing Party or its Representatives, information that was available to the disclosing Party and its Representatives on a non-confidential basis prior to its disclosure hereunder and information which becomes available to the disclosing Party and its Representatives on a non-confidential basis from a source that is not, to the disclosing Party's knowledge, subject to a confidentiality agreement with respect to such information. Not more than fifteen (15) days after the expiration or termination of this Agreement, the Parties shall return or destroy and confirm the destruction of all confidential or proprietary information provided pursuant to the terms of this Agreement, including all copies and extracts thereof, in whatever form, in their respective possession or under their respective control.

6.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when

received if delivered personally, (b) when sent, if sent by facsimile (provided that the sender receives confirmation of successful transmission) and (c) when received, if sent by overnight courier service or when mailed by certified or registered mail, return receipt requested, with postage prepaid to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Company to:

Liberty Energy Utilities Co.
2845 Bristol Circle
Oakville, Ontario
Canada L6H 7H7
Attention: General Counsel
Facsimile: (905) 465-4514

with copies to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: James G. Goettsch, Esq.
Facsimile: (816) 983-8080

If to the Seller, or any of its Affiliates, to:

National Grid USA
40 Sylvan Road
Waltham, Massachusetts 02451
Attention: John G. Cochrane, Executive Vice President
Colin Owyang, Senior Vice President and General Counsel
Facsimile: (781) 907-5772
(781) 907-5701

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Sheldon S. Adler, Esq.
Facsimile: (212) 735-2000

6.4 Relationship between Parties. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement. The Seller, or its Affiliates, as the case may be, shall provide the

Services hereunder in the capacity of an independent contractor and not as an employee or agent of the Company or its Affiliates.

6.5 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party, including by operation of law, without the prior written consent of the other Party and, subject to the preceding clause, this Agreement and all the provisions hereof shall be binding upon and shall inure solely to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that the Company may assign its rights and delegate its duties under this Agreement to an Affiliate of the Company without the consent of (but with prior written notice to) the Seller if (a) the assignee shall assume in writing all of the Company's obligations hereunder and (b) the Company shall not be released from any of its obligations hereunder by reason of such assignment. Notwithstanding the foregoing, the Parties acknowledge that the Seller may delegate the performance of any Services to be provided under this Agreement to one or more of its Affiliates that normally performs such Services and that the Company may designate one or more of its Affiliates that is engaged in the conduct of the business of the Company to receive any or all of the Services; provided, however, that the Seller and the Company will each remain fully responsible for compliance with the terms of this Agreement the same as if such delegation or designation were not effected.

6.6 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (regardless of the Laws that might otherwise govern under applicable New York principles of conflicts of Laws) as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) All judicial actions or proceedings brought against the Parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought exclusively in any courts of the United States of America for the Southern District of New York. By executing and delivering this Agreement, the Parties irrevocably: (i) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (ii) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (i) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (iii) agree that service of all process in any such action or proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 6.3; and (iv) agree that service as provided in clause (iii) above is sufficient to confer personal jurisdiction over such Party in any such action or proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(c) THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY

HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENT DELIVERED IN CONNECTION HERewith TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS AGREEMENT AND EACH SUCH OTHER DOCUMENT.

6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.8 Headings. The insertion of headings is for convenience of reference only and does not affect, and will not be utilized in construing or interpreting, this Agreement.

6.9 Entire Agreement. This Agreement and Schedule A hereto embody the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties with respect to such subject matter.

6.10 Purchase Agreement Controls. To the extent that any of the terms of this Agreement, including Schedule A hereto, conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing herein shall be construed as an amendment or waiver of the rights and obligations of the Parties under the Purchase Agreement.

6.11 Interpretation.

(a) When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section or Schedule of or to this Agreement unless otherwise indicated.

(b) The word "including" or any variation thereof means "including, without limitation" and does not limit any general statement that it follows to the specific or similar items or matters immediately following it.

(c) The words "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement (including Schedule A hereto) as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(d) The meaning of defined terms in this Agreement applies to both the singular and the plural of those terms.

(e) Any reference in this Agreement to "dollars" or "\$" means U.S. dollars.

(f) This Agreement was prepared jointly by the Parties and no rule that it be construed against the drafter will have any application in its construction or interpretation.

6.12 Amendment and Waiver. Subject to applicable Law, this Agreement may be amended, modified or supplemented only by written agreement of the Parties. Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

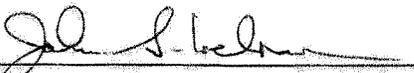
6.13 No Third Party Beneficiaries. This Agreement is not intended to confer on any Person except the Parties any rights or remedies hereunder. Without limiting the generality of the foregoing, no provision of this Agreement will create any third-party beneficiary rights in any Person, except that each of the Seller and its Affiliates shall have the right to enforce the obligations of the Company solely with respect to Section 5.3 hereof, and each of the Company and its Affiliates shall have the right to enforce the obligations of the Seller solely with respect to Section 5.3 hereof.

6.14 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

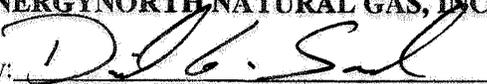
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

NATIONAL GRID USA

By: 
Name: John G. Cochrane
Title: Executive Vice President

ENERGYNORTH NATURAL GAS, INC.

By: 
Name: DANIEL G. SAAD
Title VICE PRESIDENT

[Signature to the Transition Services Agreement (EnergyNorth)]

SCHEDULE A TRANSITION SERVICES

I. INTRODUCTION

1. Seller's Employees. The Seller will ensure that any of its or its Affiliates' employees assigned to perform the Services will possess a level of skill and experience necessary to satisfactorily perform such Services in accordance with the terms of this Agreement. Except as expressly set forth herein, the Seller shall provide the Services described below to the extent and in the manner and at the locations the Services were being provided to the Company immediately prior to the Transition Period. The Seller shall have sole responsibility for determining which of its or its Affiliates' employees or agents will perform the Services, provided that the Seller shall make a good faith effort to address any reasonable concerns or complaints about the performance of any such Service by any employee or agent of the Seller or its Affiliates.

2. Purchase Agreement. To the extent that any of the Services under this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing herein shall be construed as an amendment or waiver of the rights and obligations under the Purchase Agreement.

3. Cost Substantiation. The Seller will employ reasonable efforts to provide the Company substantiation for all invoiced costs in a manner consistent with the procedures set forth below to the extent practical under the circumstances. Such substantiation shall be provided to the Company in the applicable Monthly Payment, or if not available at such time, within 30 days following Seller's receipt of the corresponding invoice. The Seller anticipates providing the Company with the following information relating to invoiced costs (in each case to the extent available utilizing the Seller's current billing systems):

- (a) Internal labor costs;
- (b) Contractor invoices;
- (c) Listing of materials charged and cost and material returns; and
- (d) Reasonable detail, back-up and explanation with respect to internal labor, Allocated Costs and overhead.

4. Third-Party Software. The Company acknowledges that certain rights and licenses to use third-party software may be required to provide the Services. The Parties will use commercially reasonable efforts to jointly conduct negotiations with the providers ("Third Party Providers") of any software to be used by the Seller or its Affiliates in providing Services under this Agreement ("Third Party Software"), to obtain the consent of such Third Party Providers where required and, where necessary, enter into new or similar agreements with such Third Party Providers, so that the Third Party Software can be used during the term of this Agreement by the Seller or its Affiliates to perform the Services. To the extent that any additional fees are requested by the Third Party providers for such consents, the Company will be responsible for such fees; provided that if the Company does not consent to paying a particular fee, then Seller shall

SCHEDULE A
TRANSITION SERVICES

be relieved of its obligation to provide the Services with respect to that particular software.

5. Audit Rights. During the Transition Period, and subject to the confidentiality provisions in Section 6.2 of this Agreement, the Company shall have reasonable access to Seller's books and records relating to charges invoiced under this Agreement (to which Seller has possession, access, and disclosure rights) so as to verify information used by Seller in calculating payments due by the Company under this Agreement.

6. Reporting. The Seller shall report to the Company with regard to the provision of Services described herein in a manner consistent with the reporting around such Services prior to the Transition Period, including the delivery of any reports, studies, test results, etc. prepared in the ordinary course of business on behalf of the Company.

7. Complaint Escalation. Any complaints arising out of or in connection with any Service will in the first instance be referred to the Parties' designated representatives for the Service (as set forth below) for discussion and resolution at a meeting. If the issue is not resolved at that meeting, the issue will next be referred to the Parties' senior management responsible for the transition (Seller – Timothy Horan; Buyer - David Pasieka), who will meet within three (3) days of the referral. If the issue is not resolved at that meeting, the issue will be further escalated to a steering committee comprised of the Parties' most senior executives responsible for the Parties' performance under the Purchase Agreements. If the unresolved issue is having a material effect on the provision of any Service, the parties will use their respective good faith efforts to reduce the elapsed time in reaching a resolution of the issue.

8. Scope of Services. With respect to any particular Service described herein, if the Company's need for such Services significantly expands or decreases in comparison to the level of such Service provided as of the Closing Date, Seller and Buyer shall discuss in good faith an appropriate adjustment to the charge for such Service.

SCHEDULE A TRANSITION SERVICES

II. TRANSITION SERVICES COSTING

All of the Services rendered under this Agreement will be charged based on a reasonable approximation of the actual costs incurred by the Seller to provide such Services, without any mark-up for profit. The Seller will calculate its actual costs of providing the Services by using a combination of direct charges and allocations in a manner consistent with the charges billed to the Company for comparable services prior to the Transition Period, and in all cases consistent with industry standards and applicable regulations.

SERVICE COMPANY CHARGES

The Seller owns four mutual service companies (the “Service Companies”) that provide a variety of services to the Seller’s regulated and unregulated affiliates, including the Company. Services provided by the Service Companies include finance, environmental, human resources, information technology, and regulatory support. During the Transition Period, the Service Companies will charge the Company for any Services provided hereunder based on the following principles:

- (1) Actual costs will be directly charged (“Direct Charges”) for Services whenever it is practicable to capture the actual cost through a direct charge (e.g., direct charged labor; materials).
- (2) Where direct charging is not practical for Services, actual costs will be based on allocated charges in accordance with the currently applied and approved Service Company allocation methodology (“Allocated Costs”). Allocated Costs may be adjusted from time-to-time during the Transition Period to reflect changes to National Grid’s corporate allocation methodologies.
- (3) In the case of labor charges (whether Direct Charged or Allocated Costs), labor will include base labor, overtime, and full labor burdens.
- (4) In the case of charges for material and supplies, material handling overheads will be added to the cost of materials and supplies in a manner consistent with current practices.

AFFILIATE COMPANY CHARGES

In addition to the Service Companies, the Company will receive Services from certain non-Service Company affiliates of the Seller currently providing operations support and other services to the Company. During the Transition Period, these affiliates will charge the Company for any Services provided hereunder based on the following principles:

- (1) Direct Charges for Services whenever it is practicable to capture the actual cost through a direct charge (e.g., direct charged labor).
- (2) In the case of labor charges from an affiliate, labor will include base labor, overtime, and labor burdens consistent with the Seller’s current affiliate company

SCHEDULE A
TRANSITION SERVICES

billing procedures. Burden rates will be set at the rates established by the Seller's internal accounting practices and will vary from period to period.

- (3) In the case of charges for material and supplies, material handling overheads will be added to the cost of materials and supplies in a manner consistent with current practices.

Prior to the start of the Transition Period, the Parties will work to develop cost estimates for each of the Services consistent with the costing methodology set forth above.

SCHEDULE A
TRANSITION SERVICES

III. SERVICE DESCRIPTIONS

A. GENERAL PROTOCOL

Service:	Correspondence, Invoices, Notices and other Communications
Detail:	The Seller shall provide to the Company, on a timely basis, any correspondence, invoices, notices or other communications received by the Seller or its Affiliates from any third party that relate to the Company so as to ensure that all such correspondence, invoices or other communications are dealt with in the ordinary course of business.
Term:	12-18 months
Fee:	Allocated Costs

**SCHEDULE A
TRANSITION SERVICES**

B. HUMAN RESOURCES

Service: HR - 1	Payroll Services
Detail:	The Seller shall provide payroll services with respect to the Continuing Employees and any new employees of the Company hired or retained to provide services to the Company (collectively, “ <u>Company Employees</u> ”) in the same manner as such services were provided prior to the Transition Period. Such services shall include, but not be limited to, (i) maintenance of all payroll records, (ii) the calculation and withholding of all appropriate deductions, including the filing and payment of federal, state and local income and payroll taxes, (iii) the payment of workers compensation and unemployment compensation insurance, salaries and wages, (iv) the processing of any applicable deductions for pension, 401(k), welfare and other fringe benefits, (v) issuing paychecks or direct deposits for all Company Employees, (vi) drawing from the Seller’s account any funds associated with payroll, (vii) providing the Company with a payroll register each time payroll is run for Company Employees, (viii) providing the Company with a reconciliation of all payable accounts associated with paying Company Employees on the same schedule as reconciled prior to the Transition Period, (ix) responding to all inquiries from Company Employees related to payroll, and (x) issuing W-2s to Company Employees at the end of the year.
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	TBD

**SCHEDULE A
TRANSITION SERVICES**

Service: HR-2	Employee Benefits
Detail:	<p>The Seller shall provide Company Employees benefits under those welfare benefit plans in which the Continuing Employees participated immediately prior to the Transition Period.</p> <p>With respect to 401(k) plans, the Seller shall continue to process employee deferrals as part of the payroll function and remit such amounts directly to the applicable benefits provider. The Company, in consultation with the Seller, will coordinate with such provider the calculation of employee matching contributions.</p> <p>The Company shall be solely responsible for all benefit enrollments for Company Employees after the date of this Agreement.</p>
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs; plus cost of benefits
Seller Service Representative	Lori Santoro
Company Service Representative	TBD

SCHEDULE A
TRANSITION SERVICES

Service: HR-3	Pension Administration
Detail:	<p>The Seller will provide pension administration services for each of the Continuing Employees until the asset/liability transfer of the pension plans contemplated by the Purchase Agreement takes place. These services include (i) commencing pension benefits for deferred vested terminated employees, (ii) payments to SERP beneficiaries, (iii) commencing pension benefits for active employees who may elect to terminate or retire, (iv) processing deaths and setting up surviving spouse benefits, and (v) maintaining pension records.</p> <p>The Seller and the Company will cooperate with each other in taking all actions necessary to effect the pension asset/liability transfer. After the asset/liability transfer, the Seller will provide the Company with data in the Seller's possession to the extent reasonably required by the Company to administer the plan thereafter.</p>
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	Claude Bussieres
Company Service Representative	Chief Financial Officer (Algonquin Power)

Service: HR-4	Labor Relations Support
Detail:	<p>The Seller will provide reasonable assistance to the Company in the Company's efforts to resolve any formal grievances or arbitrations that remain unresolved as of the Transition Period or arise thereafter but relate to events occurring before the Transition Period, as may be reasonably requested from time to time.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Ryan
Company Service Representative	President (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

Service: HR-5	Staffing Support
Detail:	The Seller will provide reasonable assistance to the Company in its staffing activities for the Company in a manner consistent with the provision of such services prior to the Transition Period.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	President (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

C. FINANCIAL SERVICES

ACCOUNTING SERVICES

Service: Fin -1	Financial Reporting
Detail:	<p>The Seller shall assist the Company in its preparation of monthly financial statements for the Company on the same schedule as such financial statements were prepared prior to the Transition Period.</p> <p>Financial statements will be prepared on a basis consistent with the existing accounting policies and procedures of the Seller and the Company. The Company shall be solely responsible for purchase accounting entries or income tax entries.</p> <p>Accounting services by the Seller will include providing reports from existing sub-ledgers on the following topics:</p> <ul style="list-style-type: none"> • Financial Accounting • Capital Accounting <p>The Seller shall continue to maintain records to account for the utility plant assets of the Company, and record additions and retirements of utility plants and to record depreciation. The Seller shall provide the Company on a monthly basis the following schedules and/or reports:</p> <ul style="list-style-type: none"> • Monthly reconciliation of fixed assets sub-ledger to the balance sheet • Monthly and year to date cost summary • Capitalized Interest Monthly Activity • ARO liability report – a report identifying monthly activity related to asset retirement obligations
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs.
Seller Service Representative	TBD
Company Service Representative	TBD

SCHEDULE A TRANSITION SERVICES

Service: Fin-2	Accounting Consulting
Detail:	The Seller will make personnel available to respond to the Company's requests for accounting support, knowledge transfer and history related to the Company' financial statements.
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

Service: Fin-3	Financial Training Service
Detail:	The Seller will informally train the Company's employees assigned to perform accounting services as requested by the Company including, training at the Seller's offices, process walkthroughs and explanations of business process inputs and outputs and other related activities prior to and during month end close.
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

ACCOUNTS PAYABLE

Service: Fin-4	Accounts Payable Processes
Detail:	<p>The Seller will continue to manage the Accounts Payable (AP) process for the Company including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Perform invoice processing, vendor maintenance reporting and data collection, payment processing for all types of payment, systems-related AP functions and reconciliation of AP reports; provide such support as required for other reconciliation functions, and provide expense report/P-card support • Continue to keep the procurement cards, travel and expense cards and gas cards active for use by Continuing Employees • Utilize its AP system to manage the AP process • Make payments from its disbursement account • On a monthly basis, provide Company with details of all disbursements for Company made by the Seller on behalf of the Company • On a monthly basis, provide Company with a report for expenses associated with the Company including the requisitioner's name • At month end, provide the Company with support for un-invoiced receipts and agree to general ledger account • Provide the Company a monthly reconciliation of the AP sub-ledger to the general ledger, and reconcile in a timely manner any variations • On a monthly basis, provide the Company with an Open Commitments Detail Report for all expenses associated with the Company that have not been received on currently open purchase orders • Continue to provide any 1099 reporting and filing requirements to the IRS. If applicable, confirmation to the Company of any electronic file sent to the IRS, and a report listing all 1099's for the Company and dollar amount and copies of the 1099 reports will be provided to the Company • Provide available copies of any W-9 for vendors used by the Company
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	TBD

**SCHEDULE A
TRANSITION SERVICES**

Service: Fin-5	Accounts Payable Consulting
Detail:	The Seller will make subject matter experts available to respond to questions from the Company regarding any AP services previously provided by the Seller.
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	TBD

**SCHEDULE A
TRANSITION SERVICES**

TREASURY

Service: Fin-6	Cash Management
Detail:	<p>Cash payments or receipts attributable to the Company may, from time to time, be paid to or received by the Seller or its Affiliates (or vice versa). Examples include the following:</p> <ul style="list-style-type: none"> • Payments by a customer incorrectly identified • Materials ordered by the Seller prior to the Transition Period for use on the Company's capital projects • Refunds or billings that apply to a period that includes the Transition Period • Disbursements inadvertently made on behalf of the Company from an account of the Seller or any of its Affiliates <p>The Company and the Seller will each appoint an accounting representative charged with determining whether a payment or receipt is rightfully attributable to the Company or the Seller. Upon the agreement of the two accounting representatives (such agreement not to be unreasonably withheld or delayed) the Company and the Seller shall make the appropriate adjustments to rectify any payment or receipt wrongfully attributed to the other party. Payments and any adjustments will be made promptly.</p> <p>If such accounting representatives cannot agree, then a meeting will be held promptly between the Company and the Seller, attended by parties with management authority over the disputed matter, to attempt in good faith to negotiate a resolution of the dispute. If that proves unsuccessful, the dispute resolution procedure under Section 3.2(b) of the Purchase Agreement shall control any unresolved dispute.</p>
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

TAX

Service: Fin-7	Tax Consulting Service
Detail:	<p>The Seller will make its tax and accounting personnel available to the Company to respond to the Company's questions regarding pre-closing tax and accounting matters. Nothing herein shall be construed as imposing any obligation on the Seller to provide tax advice to the Company.</p> <p>The Seller will provide informal training to the Company's employees assigned to perform taxation services as is reasonably requested by the Company including, training at the Seller's offices, process walkthroughs and explanations of business process inputs and outputs and any other related activities prior to and during the applicable tax period.</p>
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

Service: Fin-8	Property Tax Services
Detail:	<p>The Seller will make personnel available to respond to the Company's property tax staff on all <i>ad valorem tax</i> matters including questions regarding the preparation and submission to state or local assessment agencies and follow up enquiries. This may also include attendance at valuation conferences for determination of assessed values.</p> <p>The Seller will provide access to its files pertaining to previous and current litigation on legal property tax matters.</p> <p>The Seller will provide access to the Seller's property tax personnel for the purposes of providing guidance on the property tax budget for the Company's business.</p>
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

MISC

Service: Fin-9	Claims Handling/Investigation
Detail:	The Seller shall provide the Company with claims handling and incident investigation support services in a manner consistent with the provision of such services prior to the Transition Period.
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

D. OPERATIONS – ENERGYNORTH

MAINTENANCE & CAPITAL PROGRAMS

Service: GasOps - 1	Network Strategy Support and Planned Major Maintenance
Detail:	<p>The Seller will provide network strategy support, including engineering, planning and management for major maintenance projects for the Company's business. Specifically, the Services may, at the request of the Company, include the following functions:</p> <ul style="list-style-type: none"> • Provide annual workplan for all construction, maintenance, and customer meter services work • Track performance of plan against the annual workplan, including units of work, financial analysis, etc. • Provide local resource planning at the yard level (yard planning activities) matching workplan requirements against resource capacity • Provide annual capital investment plan to support regulatory, growth, public works, mandated and reliability work requirements • Provide contract strategy and administration support for all contracted work • Construction and project management for the execution of the work • Project close-out including cost settlement, reporting and documentation
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Bennett
Company Service Representative	Head of Engineering Services

**SCHEDULE A
TRANSITION SERVICES**

Service: GasOps - 2	Operations Regulatory Support
Detail:	<p>The Seller will provide regulatory support for the operations of the Company, including the following functions:</p> <ul style="list-style-type: none"> • Coordinate with federal and state regulators to manage all federal and state mandated programs and other interactions between the Company and regulators • Assist the Company to respond to inquires from regulators • Manage and track all regulatory reporting requirements to ensure full compliance
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Laurie Brown
Company Service Representative	Heads of Engineering/ Financial Planning & Analysis (Liberty Energy)/Operations Compliance

**SCHEDULE A
TRANSITION SERVICES**

Service: GasOps - 3	Emergency Maintenance Engineering and Technical Services
Detail:	<p>The Seller will provide unplanned repair and emergency maintenance and technical support services for the Company. These services, at the request and direction of the Company, shall include:</p> <ul style="list-style-type: none"> • Assessment of equipment performance issues • Identification and evaluation of repair options • Development of repair replacement work scope • Recommendations of materials, supplies and third party services to effectively complete repairs or maintenance • Provide personnel, tools, equipment to perform the requested services • Provide supervision of respective staff performing the activities • Provide technical advice to address issues identified during the execution of the work requested
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Flint
Company Service Representative	Heads of Gas Operations/Engineering

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 4	Gas Field Crew Dispatching and Scheduling
Detail:	<p>The Seller will support the dispatch and scheduling functions for the Company's field crews in a manner consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Dispatching of all emergency and non-emergency customer meter services work orders; • Creation of emergency leak repair work orders • Scheduling and assignment of non-emergency customer meter services work orders • Monitoring and optimization of daily work load and resource needs • Receive and dispatch emergency DigSafe requests • Compliance with PUC Emergency Response requirements • Emergency notifications to local fire, police and municipal officials • Dispatching and scheduling of advanced consumption and collections work • Call out of personnel as required for emergency response
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Gary Bennett
Company Service Representative	Heads of Engineering/Production, Dispatch & Control

SCHEDULE A
TRANSITION SERVICES

Service: GasOps - 5	Mandated Programs, including Leak Survey Support
Detail:	<p>The Seller will provide management and oversight for mandated programs of the Company, including overseeing compliance of the Leak Survey Process. The Seller shall also manage both internal and outside contractors/resources to perform the following Services:</p> <ul style="list-style-type: none"> • Meter Change Programs • Inside Service inspection program • Meter Protection Program • Inactive service program and primary valve inspection oversight • Corrosion Control Program • Leak Survey Program <ul style="list-style-type: none"> ○ Mobile Survey ○ Walking survey ○ Business district / building survey ○ Winter patrol – (handled locally) ○ AES line survey
Term:	6 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Lisa Hurley
Company Service Representative	Heads of Engineering/ Supervisor of Operations Support

SCHEDULE A
TRANSITION SERVICES

Service: GasOps - 6	Maps & Records
Detail:	<p>The Seller will provide GIS/mapping and records services in support of the Company's operations in a manner consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Main location verification and plotting • Enter service record data into SPIPE database • Scan all field records for retrieval • Track and process data corrections • Track and process external requests • File and archive all records • Ensure integrity of the data (e.g., Stoner extract) • Field work (e.g., confirm landbase for plotting main) • Maintain and provide Ortho photos • Maintain and provide Link to LMS to display geocoded leaks. • Ensure availability of all associated updated records
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Lisa Hurely
Company Service Representative	Heads of Engineering/Mapping & GIS

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 7	LNG Compliance and Training
Detail:	<p>The Seller will provide compliance and training support for the Company's LNG operations, including the following:</p> <ul style="list-style-type: none"> • Personnel training to meet compliance requirements (training towards "Fully Qualified Operator" status allowing employees to operate and perform maintenance functions in the plants) • Develop operating procedures and plans that comply with code requirements • Support new compliance programs, code changes, plant inspections, and minor engineering functions • Capital planning
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Frank Su
Company Service Representative	Heads of Engineering/Operations Compliance

Service: GasOps - 8	Gas Engineering and Design
Detail:	<p>The Seller will make available its employees to support the following gas engineering and design functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Engineer and design large-scale complex (i.e., non-standard) projects • Coordinate gas infrastructure replacements associated with state and municipal agency work plans (i.e., Public Works)
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Dave Iseler
Company Service Representative	Heads of Engineering/Operations Compliance & Quality

**SCHEDULE A
TRANSITION SERVICES**

Service: GasOps - 9	Quality Assurance/Analysis & Process Improvement
Detail:	<p>The Seller will provide resources and program management support for the following Quality Assurance programs in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Quality inspections/assessments for Company and contractor field work • Advanced Consumption Process • Annual Re-dig Program
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Sue DiRoma
Company Service Representative	Heads of Engineering/Operations Compliance & Quality

**SCHEDULE A
TRANSITION SERVICES**

Service: GasOps - 10	Gas Support Services/Workload Planning
Detail:	<p>The Seller will provide the following gas support services in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Estimate mains package • Manage Digsafe permits • Prepare 1703 Forms • Work completion (casbuilt) • Prepare permit applications • Town contact (administrative) • Assembly of work packages • Initiate work • Update / downgrade leaks • Create work orders • Handle customer interactions with regard to schedule and complaints • Support Re-Dig Program
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Heads of Engineering/Field Operations

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 11	Gas Meter Operations/Meter Shop
Detail:	<p>The Seller's personnel/meter shop will continue to support the Company in a manner consistent with the provision of services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Administration of PUC mandated meter programs (Regulation 505) • Delivery and pick up of meters, ERTs and metering instrumentation components for the Company's three gas operating locations • In-shop meter testing • Meter refurbishment and ERT replacement • Procurement of meters, ERTs and metering instrumentation • Receipt of meters and ERTs • New product evaluation • Installation, annual calibration and repair of correctors and pulsers • Large C/I Meter ERT replacement • Installation and repair of telemetering devices • In-field fixed factor meter inspections (Annual) • In-field billing investigations and inquiries • In-field spin testing • Turbine meter maintenance in shop
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Amy Thoms
Company Service Representative	Heads of Field Operations/CMS

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 12	Customer Meter Support
Detail:	<p>The Seller will make available its employees to provide customer meter support in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • PUC-mandated meter programs <ul style="list-style-type: none"> ○ Coordinates with vendor to create a random list of installed meters by model to be exchanged ○ Feeds list provided into Statistical Analysis program ○ Monitors test results by ANSI standards (remove outliers and creates separate reports as required by PUC) ○ Creates year end reports to be delivered to PUC ○ Follows up w/ PUC requests for additional info • Meter reading program support <ul style="list-style-type: none"> ○ Manage and establish metering routes ○ Collect/process reads for billing ○ Create read percentage and other associated reports • Local clerical support <ul style="list-style-type: none"> ○ Reconcile field collections receipts ○ Time entry ○ Local work dispatching ○ Provide information to field workers ○ Local productivity/meter reading reports ○ Coordinate customer letters, phone calls and appointments ○ Maintain complex metering files ○ Maintain in service meter inventory • Local Work Orders <ul style="list-style-type: none"> ○ Create Daily Customer Work Orders ○ Down/Up Load Work (work order system) ○ Productivity Reports ○ Mobile Device Support
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Robert Preshong
Company Service Representative	Heads of Field Operations/CMS

**SCHEDULE A
TRANSITION SERVICES**

Service: GasOps - 13	Gas Reliability Planning
Detail:	<p>The Seller will make available its employees to support the following Gas Reliability Planning functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • System modeling of NH Gas System and development of reinforcement strategy (list of low pressure areas and proposed remedy, by town) • Review and analysis of large customer prospects to ensure gas system infrastructure can support increased load. Sales and Field Support (evaluate sales prospects and respond to inquiries from field personnel) • Identify and manage system programs (i.e. primary valves, critical mains)
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Ameriage
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 14	System Integrity, Asset Replacement & Corrosion Control
Detail:	<p>The Seller will make available its employees to support the following System Integrity, Asset Replacement & Corrosion Control functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Manage gas main replacement program; develop FY plan (list of replacement candidates) • Manage Corrosion Control program – monitor and regularly inspect systems with cathodic protection; issue and track associated work orders • Provide Corrosion Control resources, materials, program support and management including, but not limited, to the following: <ul style="list-style-type: none"> ○ Pipeline Testing (Mains, Services, Rectifiers, Propane, Control Lines) ○ Work Orders generation and management ○ Corrosion Control for main attributes ○ Corrosion Control for service attributes ○ Corrosion control system design and installation • Manage system integrity programs – initiate necessary inspections, maintenance, and replacement work to remain within integrity management requirements (IMP, DIMP, etc)
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Chris Cole
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: GasOps - 15	Codes and Standards
Detail:	<p>The Seller will make available its employees to support the Company's Codes and Standards functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Develop, manage, maintain and issue Operating & Maintenance (O&M) and Emergency manuals and procedures • Monitor applicable regulations to ensure timely updates of manuals and procedures • Maintain standards and policies to ensure that all activities comply with state and federal regulations
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bob Wilson
Company Service Representative	Heads of Engineering/Compliance

Service: GasOps - 16	Operations Miscellaneous
Detail:	<p>The Seller will make available its employees to support the following miscellaneous services and programs, in each case in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • <u>Instrumentation and Regulation</u>: I&R program support, odorant management support, compliance training, capital planning and safety/risk compliance audits • <u>Facilities support services</u>: electrician/mechanical support, managing vendors (trash removal and janitorial)
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Pat Burns
Company Service Representative	Heads of Engineering /Production Dispatch & Control /Security & Facilities

**SCHEDULE A
TRANSITION SERVICES**

MUTUAL ASSISTANCE

Service: GasOps - 17	Mutual Assistance - Gas Emergencies
Detail:	The Seller will cause its Affiliates to provide emergency assistance to the Company in the case of any gas emergency in a manner consistent with the provision of such services prior to the Transition Period, and subject to any legal or regulatory restrictions applicable to the provision of such services. Such support may include: supervision/staffing resources, field crews, repair material and equipment.
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Flint
Company Service Representative	Head of Gas Field Operations

**SCHEDULE A
TRANSITION SERVICES**

GAS CONTROL & PROCUREMENT

Service: Gas Supply - 1	Gas Control
Detail:	<p>The Seller will provide gas system control, monitoring and management services in a manner consistent with the support provided to the Company prior to the Transition Period, including use of any gas control dispatch systems used by the Company prior to the Transition Period. Specifically, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Monitor Gas System Operation; operate and manage system to meet supply contracts, respond to abnormal operating conditions, manage alarms • Prepare gas day with supply, close out gas day • Confirm gas nominations to the city gate • Manage system operating procedures (SOP) program • Dispatch LNG and LPG trucking to maintain inventory at plants • Daily and monthly balancing of transportation
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Stavrakas
Company Service Representative	Heads of Engineering/Production, Dispatch & Control

SCHEDULE A TRANSITION SERVICES

Service: Gas Supply - 2	Gas Procurement Services - General
Detail:	<p>The Seller shall ensure that those resources and systems provided by the Seller in support of the Company's business as of the commencement of the Transition Period are maintained and available for use by the Company in connection with the performance of required gas procurement services. This shall include any computer systems, third-party information services and critical software applications.</p> <p>The Seller shall also provide informal training to employees of the Company with respect to any of the gas procurement services described in this section, to the extent reasonably requested.</p>
Term:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio
Company Service Representative	Head of Procurement Services/ VP, Energy Procurement & Supply (Liberty Energy)

Service: Gas Supply - 3	Energy Transactions
Detail:	<p>The Seller will make available its employees to support the Company's Energy Transactions programs in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • <u>Physical Transactions.</u> <ul style="list-style-type: none"> ○ Ensure an economic and reliable supply of natural gas delivered to the Company's distribution system. Purchase monthly base load and daily spot natural gas supply to meet gas customer requirements. ○ All commodity transactions will be captured in the Seller's gas trading system (currently Nucleus) each day prior to close of business. ○ Gas will be scheduled for delivery from point of purchase and nominated/delivered to the Company's citygate, gas storage facility and/or to the point of sale (off-system). ○ Weighted Average Cost of Gas in storage will be tracked and reported. Release of capacity to third party Energy Service Companies (ESCos) will be coordinated and performed in accordance with the Company's Customer Choice Program.

SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none"> • <u>Financial Transactions.</u> <ul style="list-style-type: none"> ○ Execute Gas Price Volatility Management Program pursuant to Plan approved by New Hampshire PUC Docket DG 10-051. ○ Financial hedges conducted pursuant to ISDA agreements between Energy North's existing counterparties. ○ All transactions will be captured in National Grid's gas trading system (currently Nucleus) each day prior to close of business. ○ Report to be furnished monthly (or more frequent when necessary) to Algonquin describing all current hedge positions, mark to market by counterparty, and confirmation that program is on schedule and in accordance with approved plan. • <u>Optimization Services.</u> <ul style="list-style-type: none"> ○ Capture intrinsic and extrinsic value of gas supply portfolio in order to offset the customer's fixed costs associated with gas supply assets. ○ Release temporarily un-needed transportation capacity via pipeline Electronic Bulletin Boards during non peak periods. ○ Design and execute Asset Management Arrangements with third party managers to solicit competitively priced management fees.
Term:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio
Company Service Representative	Head of Procurement Services/ VP, Energy Procurement & Supply (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

Service: Gas Supply - 4	Gas Load Forecasting
Detail:	<p>The Seller will make available its employees to support Load Forecasting on behalf of the Company in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • <u>Compliance and Regulatory Support</u> <ul style="list-style-type: none"> ○ Develop, prepare and submit gas demand forecasts, customer requirements forecasts and gas supply plans that support cost of gas rate recovery filings and integrated resource plans. ○ Effectively manage state regulatory agencies by representing the Company in regulatory proceedings (e.g. semi-annual Cost of Gas, bi-annual Integrated Resource Planning dockets) through written filings, data responses, and live testimony, and by representing the Company in day-to-day interaction with NHPUC Staff (e.g. Winter Preparedness meeting); and by responding to directives from the regulators to modify the company's methodologies and approach to forecasting. ○ Perform gas resource modeling, utilizing SENDOUT software, to support the supply planning and gas cost recovery functions and satisfy all regulatory requirements. ○ Prepare and file in a timely manner all periodic submissions as per PUC Rules (e.g. Forecasted Peak Day, Seven-Day Storage Requirement, Actual Peak Day Supply Utilization). • <u>Internal Budgeting and Planning Support.</u> Provide a dedicated group of analysts to model and forecast gas demand and customer requirements and prepare gas supply plans that satisfy those requirements in support of the company's revenue forecasting and budgeting function and the distribution system planning functions. Modeling and forecasting include the following activities: <ul style="list-style-type: none"> ○ Data base management - Obtain all internal and external data, and maintain the appropriate data bases used in the analysis and effort to build the forecast models ○ Model Development - Build the statistical models that are used to forecast gas demand by customer class and rate class and customer requirements for the system as a whole ○ Data analysis - Analyze the results of the demand

SCHEDULE A TRANSITION SERVICES

	<p>forecasts and customer requirements forecasts against actual performance to test the accuracy of the models and the forecast methodologies</p> <ul style="list-style-type: none"> ○ Internal Interface – provide timely peak day customer requirements forecasts to distribution system planning so they can prepare system plans and capital budgets that meet current demand and projected growth. Provide timely customer requirements forecast and gas supply plans to gas procurement and contracting so they can contract for needed upstream pipeline and storage capacity, and gas supplies ○ Internal Interface – respond to internal inquiries for data and ad hoc analysis on historical data and forecasts in support of various departments (e.g. Energy Efficiency, Environmental, Sustainable Gas Resources, Gas Revenue Forecasting)
Term:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio
Company Service Representative	Head of Procurement Services/ VP, Energy Procurement & Supply (Liberty Energy)

Service: Gas Supply - 5	Gas Procurement Consulting
Detail:	The Seller shall make available to the Company its personnel involved in gas procurement for reasonable consultation services on behalf of the Company.
Term:	24 months
Fee:	Direct Charges
Seller Service Representative	Liz Arangio
Company Service Representative	Head of Procurement Services/ VP, Energy Procurement & Supply (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

Service: Gas Supply - 6	Gas Procurement Miscellaneous
Detail:	<p>The Seller will make available its employees to support the miscellaneous services and programs, in each case in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • <u>Gas Contracting and Compliance</u> <ul style="list-style-type: none"> ○ Contract Management ○ Acquisition of long-term supply and pipeline capacity ○ FERC compliance ○ Intervention in federal regulatory proceedings ○ Managing asset management agreements • <u>Gas Supply Planning</u> <ul style="list-style-type: none"> ○ Long-term planning for customer requirements ○ Short-term planning for customer requirements ○ Day-to-day/operational planning for customers requirements ○ Gas cost forecasting ○ Regulatory compliance • <u>Supplier Service</u> <ul style="list-style-type: none"> ○ Provide usage requests for the five current marketers in New Hampshire ○ Manually enroll all gas transportation customers in New Hampshire ○ Manually drop customers upon request. ○ Manually switch customers upon request ○ Respond to all Supplier billing inquiries, including metering, rates, billing, capacity and usage ○ Provide The New Hampshire Energy North Migration Report on a monthly basis • <u>Transportation Services</u> <ul style="list-style-type: none"> ○ Calculation and transmittal of delivery requirements for non-daily balanced customer ○ Balancing and billing of third party gas deliveries ○ Balancing service for daily metered customers ○ Billing for daily metered customer imbalances ○ Capacity calculation for third party supplies ○ Calculation of storage and peaking requirements for third party suppliers ○ Monitoring of third party deliveries to ensure tariff compliance
Term:	24 months
Fee:	Allocated Costs plus Direct Charges

SCHEDULE A TRANSITION SERVICES

Seller Service Representative	Liz Arangio
Company Service Representative	Head of Procurement Services/ VP, Energy Procurement & Supply (Liberty Energy)

ENERGY SOLUTIONS DELIVERY & EFFICIENCY

Service: ESD&E - 1	Energy Efficiency Programs
Detail:	<p>The Seller will support the Company's energy efficiency programs in a manner consistent with the operation of such programs prior to the Transition Period. Specifically the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Key Account Executives will provide large commercial customers (>20,000dth) with energy efficiency products and programs promoting gas sales • Technical reps will support account executives with technical support for customer products, conservation education and market transformation programs • File regulatory filings and reports such as Energy Efficiency Plan, Shareholder Incentive year-end Report, and quarterly reports. Collaborate with other Utilities and interested parties quarterly • Evaluate energy efficiency programs and update savings for program. Manage evaluation studies. Coordinate with procurement for studies. • Implementation of programs. 16 residential, low-income, and commercial programs run in conjunction with lead vendors. Coordinate with procurement to competitively select lead vendors. Manage lead vendors and program spending and marketing. • Planning, Performance, and Financial Support – monthly update of spending and savings
Term:	6-12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Head of Sales & Marketing

SCHEDULE A
TRANSITION SERVICES

Service: ESD&E - 2	Sales/Support for Commercial, Industrial and Municipal Customers
Detail:	<p>The Seller will support the Company's sales and other programs with respect to commercial, industrial and municipal customers. Specifically, to the extent Seller and its Affiliates support such programs prior to the commencement of the Transition Period, Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Gas sales and marketing programs • Municipal relations • Managed billing and billing disputes
Term:	
Fee:	Allocated Costs
Seller Service Representative	
Company Service Representative	Head of Sales & Marketing

**SCHEDULE A
TRANSITION SERVICES**

PROJECT MANAGEMENT

Service: Project Mgt - 1	Project Management Services
Detail:	The Seller will provide project management services required to complete the current projects of the Company. Specifically the services may include, as directed by the Company, the following functions: <ul style="list-style-type: none"> • design engineering • material procurement, requisitions and expediting • regulatory applications, permits (federal, state and local) • environmental management coordination • construction management and safety coordination • project administration and accounting coordination • cost management and reporting • project close-out activities • project filing and records and document management
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Head of Gas Operations

Service: Project Mgt - 2	Cost Management Access
Detail:	The Seller will provide the Company capital project and O&M cost data for the Company, as captured and reported by the Seller in its existing systems and provide and make its employees available to respond to the Company's questions related to such cost data.
Term:	12 months
Fee:	Allocated Costs.
Seller Service Representative	TBD
Company Service Representative	Director of Finance & Admin (Liberty Energy)

SCHEDULE A
TRANSITION SERVICES

HEALTH, TRAINING, SAFETY & ENVIRONMENT, REGULATORY MONITORING AND COMPLIANCE

Service: HS&E - 1	Health Safety & Environment (HS&E), Regulatory Monitoring, Reporting, Compliance and Training
Detail:	<p>The Seller will work with the Company to develop and implement safety and health policies, programs and training that comply with governmental regulations.</p> <p>The Seller will prepare, for the Company's review and approval, required local, state, and federal reports related to the Company's HS&E, regulatory and compliance requirements. Upon the Company's review and approval, the Seller shall file such reports to all federal, state, and local regulatory agencies with jurisdiction over its business.</p> <p>The Seller will make its personnel available to the Company to respond to questions regarding federal, state, and local and regulatory HS&E issues applicable to the Company and its business. The Seller will provide informal training to the Company's employees responsible for such HS&E related report filings including, training at the Seller's offices, process walkthroughs and explanations of business process inputs and outputs and any other related activities prior to and during the applicable reporting period.</p> <p>The Seller will coordinate with Seller's training group to create and deliver employee training programs that meet regulatory requirements.</p>
Term:	12 months; as needed
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	See Representatives for specific Services below
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

Service: HS&E - 2	Health and Safety Field Support
Detail:	<p>The Seller will assist the Company with its management of health and safety issues in the field, including:</p> <p>Support line management in the development and implementation of programs and initiatives aimed at incident prevention and performance improvements.</p> <p>Support the Company in addressing emerging issues, such as Process Safety.</p> <p>Assist the Company in developing and implementing programs for monitoring safety performance in the field through safety observations; responding to incidents and participating on incident analysis teams.</p> <p>Work with Company to deliver safety information throughout the Company, addressing routine and time-critical safety information.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Weagraff
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 3	Technical Training
Detail:	<p>The Seller, through its Learning & Development organization, will provide technical training services for the Company's field personnel, in support of the Company consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • New hire job training • Equipment training • Operator Qualifications training • Annual Expert Training <p>The Seller will also support Company training programs for environmental operating procedures as required for regulatory compliance, including preparation of training materials and training individuals to maintain compliance with SPCC and RCRA/Universal Waste training requirements.</p> <p>The Seller will administer the medical screening programs under DOT and OSHA, including Fitness for Duty and the Drug and Alcohol Programs. Assist Company to file with the relevant regulatory agencies any required documents under those programs.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Stephanie Shepard for health-related training Mary Casey for environmental-related training TBD for operations training.
Company Service Representative	HR Director

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 4	Environmental Compliance
Detail:	<p>The Seller will make its personnel available to the Company to respond to questions regarding environmental data, systems, historical and location specific information, and records relevant to the Company's business. This includes, but is not limited to, air emissions, site investigation and remediation, pollutant discharge elimination system, petroleum and chemical storage, waste, and permitting.</p> <p>The Seller will make available existing environmental staff and subject matter experts to the Company for consultation on environmental planning and management issues related to the Company.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

Service: HS&E - 5	Site Investigation and Remediation (SIR)
Detail:	<p><u>Technical and Project Management Support.</u> The Seller will provide management support to the Company on SIR projects, including MGP site investigation and remediation. The Seller will make its personnel available to the Company to respond to questions regarding environmental data, systems, historical and location specific information, and records relevant to the Company.</p> <p>The Seller will assist the Company to establish annual project budgets; report on site progress and spending projections; assist with the annual rate filing, including report submission and testimony, and conduct periodic site inspections.</p> <p>The Seller will make available environmental staff and subject matter experts to the Company for consultation on environmental planning and management issues related to the Company.</p> <p><u>Contractor Administration.</u> The Seller will work with the Company to coordinate/maintain third-party environmental consultants supporting MGP site investigation and remediation; work with consultants and the Company to develop work plans for</p>

SCHEDULE A TRANSITION SERVICES

	<p>site investigations, risk characterizations, remedial action plans, remedy implementation plans, construction specifications and project closure; evaluate proposed project work scope for reasonableness in meeting project and regulatory objectives; determine if proposed and/or invoiced consultant costs are reasonable and negotiate reductions, if required; evaluate contractor proposal documentation (including technical and financial aspects) and proposed field changes orders to determine if cost are reasonable and negotiate reductions, if required.</p> <p>Coordinate with Company legal counsel, as required.</p> <p><u>Regulatory Support and Public Interface.</u> The Seller will assist the Company in its effort to: interact with local, state and federal regulators; conduct and/or present at public meetings in connection with SIR projects.</p>
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michele Leone
Company Service Representative	Director of Environment, Health, Safety, & Security

Service: HS&E - 6	Environmental Field Support
Detail:	<p>The Seller will continue to support line management in environmental management, including site investigations, solid and hazardous waste management, water and wetlands protection, permit application and compliance, recycling, asbestos-in-soil issues, and pollution prevention.</p> <p>As reasonably requested, the Seller will assist Company with site visits to the operating facilities and major construction projects to evaluate compliance with various environmental requirements.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

Service: HS&E - 7	Spill Control/Response
Detail:	The Seller will assist the Company to maintain Spill Prevention Control and Countermeasures (SPCC) and other spill contingency plans; manage spill and incident response for the Company.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 8	Environmental Regulatory Support and Consultation
Detail:	<p>The Seller will provide reasonable assistance to the Company in connection with any environmental regulatory proceeding pending as of the commencement of the Transition Period, including making personnel available for assistance on such proceeding and assisting with the preparation of required filings.</p> <p>Assist Company with Environmental Compliance Assurance Program (ECAP) in a manner consistent with the provision of such services prior to the Transition Period.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

Service: HS&E - 9	Licenses, Permits and Orders
Detail:	<p>At the Company's request, the Seller will provide the Company with assistance relative to the Company's compliance with existing licenses, permits and orders.</p> <p>The Seller will provide support to the Company's representatives to complete the transfer of any required operating licenses, permits and orders for the Company's business, and continue to support permitting and licensing activities required by the Company related to existing operations (including licensing and permitting for capital projects of the Company).</p> <p>The Company shall be responsible for compliance with all licenses, permits and orders for the Company's business.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

SECURITY

Service: Security - 1	Site Security Services
Detail:	<p>The Seller shall support the continued operations of the Company's business under existing security clearance systems and procedures including, but not limited to, the restriction of access to Company facilities to authorized individuals, maintaining infrastructure support for video security and card key access. To the extent possible, the Seller will provide site monitoring for Company facilities consistent with the support provided prior to the Transition Period.</p> <p>Security services shall include the provision of the following activities:</p> <ul style="list-style-type: none"> • Provide security control, monitor and log services for the Company's LNG/LPG sites • Coordinate security communication and response services • Perform annual critical-site vulnerability assessments • Manage contract guard service agreements • Provide regulatory guidance with respect to latest FERC, NERC, PHSMA and other security regulations • Manage, update and issue security services manuals and other written security procedures • Provide training and certifications, as needed
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Charles Henderson
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

Service: Security - 2	Security Consulting
Detail:	The Seller shall provide site security consulting services for the Company's business, including consultation with regarding existing site security systems and procedures. The Seller shall review with Company all systems, policies and procedures the Seller has implemented for NERC CIP compliance.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Charles Henderson
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

SUPPLY CHAIN AND INVENTORY MANAGEMENT

Service: Supply - 1	Supply Chain Management
Detail:	The Seller will provide supply chain contract administration support to the Company including, but not limited to, the issuance and execution of new contracts and renewals, as approved by, and in the name of, the Company. The Company shall identify those individuals authorized to approve contracts and renewals on behalf of the Company.
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

Service: Supply - 2	Materials Management System Support
Detail:	<p>The Seller will make its materials management personnel available to the Company to jointly complete any targeted stock count of inventory, as requested by the Company (the scope of which shall be mutually agreed to by the Parties after the commencement of the Transition Period).</p> <p>Additionally, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Manage the Company’s inventory control system • Wilmington, NEDC and Syracuse Materials Planning EN • Advise as to environmental waste management issues • Provide for timely and adequate delivery of stock to operating yards
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

**SCHEDULE A
TRANSITION SERVICES**

Service: Supply - 3	Supplier Contracts
Detail:	The Seller will provide assistance to the Company in its efforts to procure the continued performance by the counterparties under the Seller's existing critical supplier contracts pursuant to which services have been provided to the Company and which services are considered key to the continuity and risk management of its business. For any supplier contracts that provide goods and services or are otherwise used in the support or maintenance of the Company and other facilities operated by the Seller or any of its Affiliates, the Seller agrees to employ commercially reasonable efforts to maintain in effect all such supplier contracts during the Transition Period.
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

Service: Supply - 4	Access to Seller Warehouses
Detail:	The materials, parts and equipment relating to the Company's business currently stored at the Seller's warehouse facilities will remain at those sites until such time as they can be relocated to an alternate site at the Seller's cost and expense. Such items shall be stored in a manner consistent with the Company's practices prior to the Transition Period. Storage (and ultimate removal) of stored items shall be done in a manner that will not interfere with the Seller's normal business operations; and the Company shall be responsible for all insurance and risk of loss for any stored items.
Term:	12-24 months
Fee:	Allocated Costs.
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

SCHEDULE A
TRANSITION SERVICES

Service: Supply - 5	Fleet Services
Detail:	<p>The Seller will perform activities related to purchasing, leasing and maintaining vehicles on behalf of the Company. Specifically, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Large truck repair and preventative maintenance • Roadside assistance • Emergency repair (in shop) • Management of fuel procurement program
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bill Hillbrunner
Company Service Representative	Plant Operations Controller

**SCHEDULE A
TRANSITION SERVICES**

E. CUSTOMER SERVICES SUPPORT

Service: CustomerSvc - 1	Call Center Operations
Detail:	<p>Seller's call center shall continue to process calls for the Company in substantially the same manner as prior to the Transition Period, until such time as the Company can transition Company calls to an alternate call center.</p> <p>The Company will be responsible for any training of customer call representatives required to handle the Company's calls; <i>provided, however,</i> calls must be handled in a manner generally consistent with the prior practices of the Company during the 12-month period prior to the Transition Period, subject to any changes requested by the Company that are reasonable or required by applicable Law. Training of customer call representatives shall take place in coordination with Seller's training area in a manner consistent with past practices.</p> <p>During the Transition Period, the Seller will continue to manage the call center in a manner consistent with past business practices.</p> <p>All hours of operation and staffing levels are to remain the same as they do currently, including the recruitment of agents to cope with peak periods of call activity.</p>
Term:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone
Company Service Representative	Director of Customer Service/Bob Wood

SCHEDULE A TRANSITION SERVICES

Service: CustomerSvc - 2	Meter Reading, Billing and Payment Processing
Detail:	<p>The Seller will maintain customer meter reading and billing programs on behalf of the Company, including reading customer meters and issuing customer bills.</p> <p>The form and content of customer bills shall be generally consistent with the format used prior to the Transition Period.</p> <p>The Seller will continue to process customer payments on behalf of Company customers in a manner consistent with past practices.</p>
Term:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/Bob Wood

Service: CustomerSvc - 3	Collections Process Support
Detail:	Administration of customer collections program on behalf of the Company.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/Bob Wood

SCHEDULE A TRANSITION SERVICES

Service: CustomerSvc - 4	New Business Administration
Detail:	The Seller will provide support for the Company's new business programs consistent with the support provided prior to the Transition Period, including the provision of all support services required to ensure proper handling of new customer process (from lead to placement of meter and establishment of billing account).
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Lisa Hurley
Company Service Representative	Director of Customer Service/ Bob Wood / Sales & Marketing Director

Service: CustomerSvc - 5	Revenue Protection/Diversion & Investigation
Detail:	The Seller will provide support for the Company's revenue protection/diversion programs consistent with the support provided prior to the Transition Period, including required investigation of such matters, as requested.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/Bob Wood

Service: CustomerSvc - 6	Customer Data Migration
Detail:	The Seller will work with the Company to transfer, where appropriate, customer billing and other data required in connection with the operation of the Company's business.
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/ Bob Wood/ David Orsmby

SCHEDULE A
TRANSITION SERVICES

F. REGULATORY SUPPORT

Service: Reg - 1	Regulatory Support - General
Detail:	<p>The Seller will provide regulatory support services consistent with the support provided to the Company prior to the Transition Period, including: (i) tariff development, maintenance, administration and enforcement, (ii) regulatory monitoring and (iii) consulting/training generally on regulatory issues. The Seller's responsibilities shall also include supporting the Company in proceedings before the NHPUC or such other regulatory or governmental entities (as the Parties may mutually agree), and any working groups or committee meetings.</p> <p>The Seller's regulatory representatives shall participate on conference calls and at meetings with regulators and shall, upon request, prepare written summaries of the Company's positions with respect to various NHPUC issues. The Seller's regulatory personnel shall coordinate with the Company with regard to the positions to be taken and the decisions and/or votes to be made on behalf the Company.</p> <p>The Seller and the Company shall each designate a coordinator for the regulatory support services, who shall act as principal points of contact for any matters regarding the Seller's regulatory representation of the Company.</p> <p>The Seller and the Company representatives shall at all times comply with the requirements of the NHPUC Standard of Conduct and Code of Conduct, as in effect from time to time. Any Seller employee representing the Company in any regulatory meeting or proceeding shall clearly identify themselves as representatives of the Company. The Seller's employees providing regulatory support shall take such action as may be necessary or appropriate from time to time in order to avoid actual or apparent conflicts of interest.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Coleman
Company Service Representative	Director Gov't, Regulatory, & Community Relations/ Manager, Financial Planning & Analysis (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

Service: Reg - 2	Regulatory Reporting
Detail:	<p>The Seller will make its personnel reasonably available to provide consulting services, at the Company's request, in support of all operational report filings of the Company required by any local, state, and federal governmental authorities, including, but not limited, to:</p> <ul style="list-style-type: none"> • Annual Report to the State of New Hampshire Public Utilities Commission (Annual) • Rate of Return Calculation (Quarterly) • Monthly Income Statements (Semi-Annually) • Cash Accounting Report (Annual) • Peak & Off-Peak Cost Of Gas Reconciliation Filing (Semi-Annually) • Peak & Off-Peak Cost Of Gas Filings (Semi-Annually) • Local Distribution Adjustment Factor (Annual) • Cost Of Gas o/u Collection And Tariff Pages (Monthly) • Cast Iron/Bare Steel Revenue Requirement (Annual)
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director Gov't, Regulatory, & Community Relations/ Manager, Financial Planning & Analysis (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

G. RECORDS MANAGEMENT

Service: Records - 1	Identification of Books and Records
Detail:	The Seller will develop and provide the Company with a list and location of books and records and other documents, manuals, contracts, materials or files (original or copies) related to the Company or its business, including those described for each area listed in <u>Table 2</u> below, to the extent in the possession, custody or control of the Seller.
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	President, Granite State Electric & President, EnergyNorth

TABLE 2

Accounting	Related to the general accounting functions, plant accounting, operations accounting, revenue accounting, ledgers, reconciliation's, trial balances, journal vouchers, invoices, receivables, banking and general ledger.
Administration	Related to general administrative activities and daily office operations including associations, meetings, committees, records management (retention schedule, policy & program, classification system, destruction certificates), building and office maintenance, information systems (hardware, software, telecommunications), mail, and printing.
Business Development & Research	Related to the development of new business with respect to the Company, including economic evaluations, forecasting, market research and analysis.
Corporate	Related to the overall corporate concerns of the Company, such as Board of Directors activities, shares and shareholders, incorporation, organization, trademarks, insurance, and quality improvement, joint ventures, risk management.
Engineering & Construction	Related to the design, planning, scheduling and construction functions relating to facilities, standards, construction orders, quality assurance, drafting, cost estimating and surveys, facility drawings (CAD files, issued for construction, legal plans).
Fuel Management	Related to managing and tracking gas flows and storage, tracking, balancing and pricing information as a result of

SCHEDULE A TRANSITION SERVICES

	commodity supply and demand.
Environment	Related to environmental programs, environmental and socio-economic impact assessment, environmental audits, environmental compliance, waste materials management, noise control, air emissions, land issues, and payments.
Finance	Related to the budget, financial statements, taxation, treasury, hedging, and investments.
Human Resources	Related to human resource activities, issues related to payroll files, benefits, pension, employee savings plan, and operational training programs and records.
Legal	Related to contract administration, contracts and agreements such as construction and service contracts, gas purchase agreements, transportation agreements, litigation, precedents, and opinions.
Marketing	Related to the marketing, pricing and selling of power to customers, including market research and development, marketing analysis and customer information. Records also include, but are not limited to, gas purchases and sales and transportation contracts, confirmations, nucleus system reports/output, ISDA agreements and confirmations, fuel oil supply, storage, and delivery information, counterparty risk files, financial assurances issued and held, contracts for trading system / pricing service providers, broker contracts, insurance policies, credit insurance policies, weather data, and transmission of power data.
Materials & Equipment Management	Related to the procurement and maintenance of equipment supplies, services and fixed assets for facilities, purchase orders, bid analysis, inventories, retirements, vehicles and aircraft.
Operations	Related to the operation and maintenance of facilities, failures, repairs, and operating practice.
Regulatory	Related to regulatory requirements, decisions, orders and hearings for state/federal/county agencies.
Safety	Related to employee and workplace safety, vehicle safety, safety awards, fire safety, first aid, safety training, incidents, and accident reporting.
Transportation	Related to the transportation of energy through the system both for domestic and export consumption, contract negotiations, pricing, and customer information.
Supply Chain	Related to supply chain management, contracts, purchase orders and other related documents.
Taxation	Related to the preparation all tax returns and filings, and the management of real and personal property tax matters.

SCHEDULE A
TRANSITION SERVICES

Service: Records - 2	Separation and Transfer of Books and Records
Detail:	<p>The Seller will identify all books, records, data, information, books, records, manuals, contracts, materials, files and other documents related to the Company that are co-mingled with the Seller's records. The Seller will separate all co-mingled records and deliver all such records to the Company.</p> <p>During the Transition Period and in connection with the performance of the Services under this Agreement, the Seller will continue to provide all data, information, books, records, manuals, contracts, materials, files and other documents (original or copies) related to the Company or its business to the Company that it stores, reports, captures or obtains through its operations or systems.</p> <p>The Seller will provide all data and information extracts in the format in which such data and information is currently generated electronically (i.e. native electronic format).</p> <p>The Seller will provide, in a timely manner, financial system archive data. The data, provided in a format agreed upon by the Company and the Seller, shall include information from the Transition Period until the transition of the systems is completed as well as transactional information for the life of assets.</p>
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Finance & Admin (Liberty Energy)/Mary Lou MacDonald

SCHEDULE A
TRANSITION SERVICES

H. IT TRANSITION SERVICES

The IT Transition Services capture the ongoing support of existing applications and infrastructure used by the Seller to support the Company. The term for each Service is based on the anticipated time required by Company to assume responsibility for such IT Transition Services. The Parties agree that these dates represent the outside date for such Services, and that the Company will endeavor to migrate to its own systems as soon as reasonably possible.

The Company acknowledges that the Seller is in the process of transitioning certain IT applications, including applications used to provide Services hereunder, and that such transition may occur during the Transition Period. Accordingly, it is understood and agreed that certain Services may be transitioned to new applications during the Transition Period. The timing of any IT application transition may be subject to change at the Seller's sole discretion. Once the Seller completes the transition to any new application, the Seller will not be required to maintain the legacy application for use by the Company. The Parties will work together to minimize the impact of any such transition on the Company.

All IT Transition Services described herein will be subject to any licensing restrictions imposed on the Seller under its hardware, software, telecommunications and other vendor agreements.

Any data extracts provided to the Company by the Seller hereunder shall be in the native format or as otherwise agreed to by the Parties.

The Company agrees to abide by all of the Seller's cyber-security policies applicable to its receipt of the Services.

SCHEDULE A TRANSITION SERVICES

Service: IT - 1	Business Application Services
Detail:	<p>The Seller shall provide support for the critical commercial and corporate business system applications currently used by the Company, including the support of business logic, application code, and any other necessary interfaces or components required to provide continued business functionality:</p> <ul style="list-style-type: none"> • <u>Back Office Systems</u>. Support for back office applications, including: Accounting, Finance, Budgeting and Human Resources. The Seller will provide the Company with data extracts from its Back Office systems. • <u>Front Office Systems</u>. Support for the front office systems, including: Asset Management, GIS, Work Management, Field Operations, Meter Data Systems, Project Management. • <u>Customer Systems</u>. Support for the two customers systems in use in New Hampshire; CSS – Granite State Electric and CRIS – Energy North Gas. • <u>Other Systems</u>. Support for the “specialized” systems used by the Seller that support the Company’s assets, including: CADD, Business Intelligence, specialized Business & Engineering applications. • <u>Current and Archived Files</u>. Support for extracting information and data relating to the operations of the Company from the Seller’s electronic, including: File Server Files/Folders, SharePoint Files, Documentum Files. <p>Where appropriate, the Seller will operate the above-described systems in parallel during the Transition Period to allow the Company to migrate functions and data to comparable systems dedicated to the Company.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 2	Collaboration Services (E-Mail)
Detail:	<p>Email services for Company Employees will be transitioned as of the commencement of the Transition Period.</p> <ul style="list-style-type: none"> • The Seller shall provide the data exports of email services in an archive accessible format for certain key employees only on or within days after closing • Additional service will be required from the Seller to enable (i) email auto-response to address email change information and (ii) routing of automated application system messages to the Company, in each case during Transition Period.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

Service: IT - 3	Data Centers
Detail:	The Seller will provide ongoing centralized data center support for the computing infrastructure needed to run the Seller shared application systems used by the Company.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 4	Client Services
Detail:	The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including: <ul style="list-style-type: none"> • Installation of software packages, computer setup, virus control, and coordination for network and hardware support • Continued help desk services via telephone or desk side appointments
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/IS Manager

Service: IT - 5	Contracts & Licenses
Detail:	The Seller shall continue to maintain contract and license support, ensure contracts do not expire, pay invoices and procure hardware and software as necessary to sustain operations. In addition, the Seller shall: <ul style="list-style-type: none"> • Provide vendor information and contacts for the purpose of transferring contracts/maintenance/licensing agreements • Assist the Company with the transfer of software licenses that are currently used solely by the Company and required to continue operations of the Company
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 6	Infrastructure Services
Detail:	<p>To the extent requested by the Company, the Seller shall continue to provide IT servers, storage and network devices, and all controlled computing facilities, including:</p> <ul style="list-style-type: none"> • <u>Desktop and Laptop PC's</u>. Support for the desktop and laptop PC's currently in use at the Company to access and operate Seller's applications. • <u>Standard Desktop</u>. Support for the basic set of Seller desktop applications, including: Windows XP Professional SP3, Internet Explorer, MS-Office 2003 Professional, Mainframe Terminal Emulation. • <u>File Servers</u>. Support and maintain the MS-Windows 2003 File Servers currently used by the Company. • <u>Printers, Copiers & Fax's</u>. Support for printers, copiers and FAX machines currently installed at the Company. • <u>Field PC's and Mobile Electronic Devices</u>. Support for the mobile electronic field equipment used by the Company's field personnel, including: hardened laptops, field handheld computers, AVLS devices, cellular modems. • <u>Truck-mounted Mobile Field Equipment</u>: Support and maintain truck-mounted field equipment required to access and operate the Seller's application systems used by the Company. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p> <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

**SCHEDULE A
TRANSITION SERVICES**

Service: IT - 7	Networking Support
Detail:	<p>The Seller shall continue to provide the following network management services to the Company:</p> <ul style="list-style-type: none"> • <u>Business Internet Protocol (IP) Networks</u>. Support for the currently installed IP intranet (Seller internal) network, including all network hardware currently installed at the Company. • <u>Energy Management System (EMS) IP Networks</u>. Support for the currently installed IP networks that are used for the Electric and Gas Energy Management Systems at the Company. • <u>EMS Remote Terminal Unit (RTU) Telecomm Circuits</u>. Support for the currently installed RTU telecomm circuits that are used for the Company. • <u>Desk Phones and PBX (Phone System)</u>. Support for the currently installed PBX and telecomm circuits that are used at Electric and Gas Energy Management Systems at the Company. • <u>Wireless Phones and Data Ports</u>. Support the cellular phones and wireless data ports (aircards) currently in use at the Company. • <u>Mobile and Fixed Radio Equipment</u>. Support consistent with the services provided prior to the Transition Period. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p> <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 8	IS Energy Management Systems (EMS) – Supervisory Control And Data Acquisition (SCADA) Systems
Detail:	<p>The Seller shall continue to provide the following EMS services to the Company:</p> <ul style="list-style-type: none"> • <u>Gas EMS-SCADA System</u>. Support for the current Telvent OASys/DNA Gas SCADA/EMS hardware and software that are needed to monitor and control the Company’s gas distribution network. • <u>EMS Remote Terminal Units (RTU’s)</u>. Support for the currently installed RTU’s of the Company. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

Service: IT - 9	Security Services
Detail:	The Seller shall maintain existing security systems, infrastructure and processes for the Company for purposes of securing access to any applications and maintaining cyber security requirements.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A
TRANSITION SERVICES

I. ADDITIONAL TRANSITION SERVICES

Service:	Additional Transition Services
Detail:	The Parties recognize that the Company may request certain additional services which are within the scope of the Services set forth in this Schedule A, but not specifically listed herein. The Seller shall use good faith efforts to provide such services, subject to all the terms and conditions of this Agreement; provided however, that such good faith efforts to provide such services shall only be required (i) to the extent and in the manner such additional services were provided by Seller to the Company prior to the Transition Period, and (ii) if the Company agrees to pay the Seller all costs incurred by the Seller and its affiliates to provide such additional Transition Services.

SCHEDULE A
TRANSITION SERVICES

IV. TERMINATION/TRANSITION OF SERVICES.

1. Intent and Cooperation. The Parties agree that the purpose of this Agreement is to establish the terms under which the Seller will provide to the Company certain Services to allow for the continued operation and maintenance of the Company in a manner substantially consistent with past practices, until such time as the Parties have accomplished the successful transition of all business functions that were performed by the Seller (or its affiliates other than the Company) prior to the Transition Period. Accordingly, the Parties will employ reasonable efforts to cause each of the Services to transition from the Seller to the Company efficiently and seamlessly, with the understanding that the Seller plans to continue to provide each Service until such time as the Company is ready to assume full responsibility, but in no event shall the Seller be required to provide the Services beyond the applicable Transition Period.

2. Transition Teams.
 - a. Prior to the effective date of this Agreement, the Parties will establish teams (the “Transition Teams”) formed to effectuate the transition of the ownership of the Company. The Transition Teams shall at all times include senior representatives from the Parties (including the Parties’ representatives designated pursuant to Section 2.3 of this Agreement) and additional individuals with functional responsibility for transitioning the Services.

 - b. Following the date hereof, the Transition Teams shall meet regularly (not less than bi-weekly; telephonically or in person) to discuss the status of the transition and any issues arising in connection therewith.

 - c. Among other things, the Transition Team shall:
 - i. Determine the schedule and process for the Company’s assumption of the Services;

 - ii. Review periodic progress reports on the status of the Parties in completing the tasks required under the Transition Schedule (discussed below), identifying any unanticipated obstacles, delays, or problems, and recommending steps to resolve the same;

 - iii. Address any problems which Seller may encounter from time to time in the performance of the Services;

 - iv. If, and to the extent determined necessary or appropriate by the Parties, adjust or otherwise modify the Transition Schedule; and

SCHEDULE A
TRANSITION SERVICES

- v. Engage in such other activities with respect to the oversight, coordination and administration of this Agreement as it may deem necessary and appropriate.

3. Transition Workplan.

- a. It is anticipated the Seller will provide each Service for the corresponding term set forth in this Schedule A.
- b. Not less than five (5) Business Days after the Closing Date, the Company will provide to the Seller an initial transition workplan (the "Transition Workplan Template") setting forth the following information for each Service:
 - i. A detailed description of the process for providing the Services on Day 1;
 - ii. the date of the anticipated transition;
 - iii. the individuals responsible for transitioning the Service to the Company;
 - iv. tasks/testing/milestones that need to be completed in order to effectuate the transition;
 - v. resource requirements (IT/tools/equipment/infrastructure);
 - vi. staffing/training requirements;
 - vii. a summary of status of the transition (i.e., readiness testing), identifying potential issues that could result in delays; and
 - viii. any tasks that need to be completed post-transition.
- c. The Parties will work in good faith to finalize the Transition Workplan Templates with the understanding that the initial templates will be finalized within twenty Business Days following the Closing Date.
- d. The Transition Workplan Templates will be updated by the Parties to reflect the status of the transition in advance of each bi-weekly Transition Team meeting.
- e. If at any time during the Transition Period the Company has reason to believe that it will not be in position to assume responsibility for a Service within the specified term, the Company shall immediately notify the Seller in writing, whereupon the Parties will develop a mutually agreeable transition plan for the Service.
- f. In the event the Company is prepared to assume responsibility for a Service prior to the date set forth in the Transition Workplan Templates, the Parties will discuss a mutually agreeable schedule for early transition of such Service.

SCHEDULE A
TRANSITION SERVICES

4. Service Termination Notice.
 - a. For each Service, approximately thirty (30) days prior to the anticipated transition date (as set forth in the Transition Workplan Templates), the Company shall provide the Seller with a written notice confirming that the Company is prepared, or will be prepared within thirty (30) days, to assume full responsibility for the Service (or requesting an extension of the term for that Service). Such notice (“Service Termination Notice”) shall set forth (i) the transition date, (ii) any tasks to be completed within the next thirty (30) days, and (iii) any information or assistance required from the Seller in order to effectuate the transition.
 - b. Upon receipt of the Service Termination Notice, the Parties will work together to complete testing of any systems or applications required to effectuate the transfer of the Service. The Seller will also provide the Company with information reasonably requested in connection with the transfer.
 - c. If it is determined during the thirty (30) day period that the Company is not fully prepared to assume responsibility for a particular Service, the Seller will continue to provide the Service until such time as the Company is fully prepared to assume responsibility, whereupon the Company will provide the Seller with another Service Termination Notice.
 - d. Approximately five (5) days prior to the anticipated transition date, the Company will confirm in writing that it is prepared to assume the applicable Service.
5. Continued Support. Notwithstanding the hand-off of a particular Service to the Company, the Seller will continue to provide support as needed for such Service for up to thirty (30) days following the hand-off to the Company.

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement is dated as of March 3, 2011 (this "Agreement"), between National Grid USA, a Delaware corporation (the "Seller"), and Granite State Electric Company, a New Hampshire corporation (the "Company"), (collectively, the "Parties").

RECITALS:

WHEREAS, the Seller and Liberty Energy Utilities Co., a Delaware corporation (the "Buyer"), are parties to the Stock Purchase Agreement, entered into on December 8, 2010 and amended and restated January 21, 2011 (the "Purchase Agreement"), relating to the purchase and sale of all the outstanding Shares (as defined in the Purchase Agreement) of the Company; and

WHEREAS, the Purchase Agreement provides that the Seller will, and the Buyer will cause the Company to, enter into this Agreement whereby the Seller, or its Affiliates (as defined in the Purchase Agreement), will provide Services (as defined herein) to the Company during the Transition Period (as defined herein).

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following terms will have the definitions hereinafter specified. All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

1.1 "Service" or "Services" shall mean those services listed and described on Schedule A attached to this Agreement to be provided pursuant to the terms and in the manner described herein.

1.2 "Transition Period" shall mean, with respect to each Service, the period beginning on the Closing Date and continuing for such term as indicated on Schedule A to this Agreement; it being understood that the Company shall use reasonable best efforts to terminate each Service as soon as reasonably practicable.

SECTION 2
SERVICES

2.1 Transition Services.

- (a) During the applicable Transition Period, the Seller agrees to provide, or cause its Affiliates to provide, to the Company all of the Services set forth on Schedule A to this Agreement.
- (b) The Services will be provided in accordance with the terms, limitations and conditions set forth herein and on Schedule A to this Agreement.
- (c) The Parties may, in writing, mutually agree to modify, reduce or increase the scope of any Services at any time. It is further agreed that the Parties will work in good faith prior to the Closing Date to supplement and refine the descriptions of the Services in Schedule A, which may include a detailed list of operating procedures for certain of the Services, and that Schedule A may be modified upon written agreement of the Parties to include such additional detail.

2.2 Quality of Services. The Seller or its Affiliates shall provide the Services to the Company in accordance with their respective past practices and standards for the provision of such Service or Services.

2.3 Representatives. Each Party designates (and from time to time may replace) one or more representatives to act for and on behalf of such Party on matters concerning this Agreement or the Services, as set forth on Schedule A to this Agreement. Each Party shall promptly notify the other Party in writing of any subsequent replacement of any of such representatives of such Party.

2.4 Data. The Seller or its Affiliates will maintain such data and information regarding the Services that is required to be maintained pursuant to Schedule A or by applicable Law or as is otherwise customarily retained in connection with the applicable Services. The Company will own all such data and information relating solely to the Services; provided that the Seller and its Affiliates shall at all times have the right to retain a copy of all such data and information and to use such data and information for all purposes related to the Services. Upon the expiration or termination of the provision of any particular Services the data and information maintained by the Seller or its Affiliates in connection therewith will be provided to the Company in hardcopy or, at the Company's option, in the electronic format in which it is maintained by the Seller or its Affiliates; provided, that at the Company's sole expense, the Seller will reasonably cooperate with the Company in connection with any conversion of such data and information into any other format requested by the Company.

2.5 Personal Information. Each Party agrees that it and its Affiliates, in the provision or receipt of any Services hereunder, will comply with all applicable Laws governing the collection, accessibility, use, maintenance, disclosure, protection or

transmission of personal, health, or other information regarding identifiable persons that is the subject of such Laws.

SECTION 3
PAYMENT

3.1 Payment.

(a) In consideration for receiving the Services, the Company will pay to the Seller or its Affiliates, as applicable, for each calendar month during which any Services are provided to the Company, an amount equal to the total of (i) the Allocated Costs (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; (ii) the Direct Charges (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; and (iii) all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing each such Service (including, but not limited to, airfare, lodging, meals, mileage, parking and ground transportation) (together, the "Monthly Payment"). The Monthly Payment for the calendar month in which the Closing occurs will be prorated for the number of days of Services received in such calendar month (based on a thirty (30)-day month). The Parties agree that the Monthly Payment constitutes a reasonable approximation of the actual costs incurred by Seller to provide the Services for which payment is made.

(b) Except as otherwise provided herein, statements will be rendered each month by the Seller or its Affiliates, as applicable, to the Company for Services delivered during the preceding month and all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing such Services (the "Monthly Statement"). Such Monthly Statements will be substantiated by supporting information to the extent available and will itemize in reasonable detail the basis for such Monthly Statement. Each Monthly Statement will be payable to the Seller, or its Affiliates, as the case may be, in cash ten (10) days after the invoice date of such Monthly Statement. Any overdue payment will bear interest at twelve percent (12%) per annum until paid.

(c) No amounts due hereunder from the Company to the Seller or its Affiliates may or will be offset or held in escrow by the Company against amounts due or allegedly due from the Seller or its Affiliates to Buyer or its Affiliates pursuant to the Purchase Agreement or any other documents delivered in connection with the transactions contemplated by the Purchase Agreement.

(d) The Company will pay and be responsible for all sales, service, value-added, use, excise, consumption, and other similar taxes (but excluding any withholding taxes or other net income or franchise taxes that are assessed or imposed against the Seller or its Affiliates) and duties that are assessed or imposed against the Seller or its Affiliates on the provision of Services as a whole, or of any

particular Service, pursuant to the terms of this Agreement. Any and all payments by or on account of any obligation of the Company hereunder will be made free and clear of, and without deduction for, any and all present or future taxes, including deductions, charges or withholdings imposed by any Governmental Authority.

SECTION 4 TERM

4.1 General. Each Service will commence on the Closing Date, and will continue for the applicable Transition Period; provided, however, that the Company may terminate this Agreement, or any Service or Services provided hereunder by the Seller or its Affiliates upon thirty (30) days prior written notice.

4.2 Amounts Due. In the event of a termination of this Agreement, all outstanding amounts due from the Company under Section 3.1, up through and including the date of termination, will become due and payable to the Seller or its Affiliates, as applicable. The fee for any terminated Service will be prorated for the number of days of Service received in the calendar month (based on a thirty (30)-day month) in which the Service is terminated.

4.3 Survival. Sections 3.1, 4.2, 4.3 and 6.2 through and including 6.14 and Section 5 hereof shall survive the expiration or other termination of this Agreement.

4.4 Effectiveness. Notwithstanding anything else in this Agreement to the contrary, this Agreement shall not become effective unless and until the transactions contemplated by the Purchase Agreement have been consummated in accordance with the terms of the Purchase Agreement and the Closing Date has occurred. If the Purchase Agreement is terminated prior to the consummation of the transactions contemplated thereunder, this Agreement shall automatically be deemed invalid and of no further force and effect.

SECTION 5 LIABILITIES; INDEMNIFICATION

5.1 Consequential and Other Damages. Neither the Seller nor any of its Affiliates will be liable, whether in contract, in tort or otherwise, for any punitive, special, indirect, incidental, liquidated or consequential damages whatsoever, which in any way arise out of, relate to, or are a consequence of, its performance or nonperformance hereunder, or the provision of or failure to provide any Service hereunder.

5.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE SELLER NOR ANY OF ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HERewith, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR BREACH HEREOF, OR FROM THE SALE, DELIVERY, PROVISION OR USE OF ANY SERVICE OR DOCUMENTATION OR

DATA PROVIDED UNDER OR COVERED BY THIS AGREEMENT EXCEPT IN THE EVENT OF THE SELLER'S OR ANY OF ITS AFFILIATE'S, AS THE CASE MAY BE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THIS AGREEMENT, IN WHICH CASE THE AGGREGATE LIABILITY OF THE SELLER AND ITS AFFILIATES SHALL BE LIMITED TO THE SUM OF ALL FEES RECEIVED BY SUCH PARTIES FOR SERVICES UNDER THIS AGREEMENT.

5.3 Indemnification. The Company will indemnify and hold harmless the Seller and its Affiliates for any Liability that is incurred by the Seller or its Affiliates, as the case may be, under this Agreement, except solely to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement. The Seller will indemnify and hold harmless the Company and its Affiliates for any Liability that is incurred by the Company or its Affiliates, as the case may be, to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement.

SECTION 6 GENERAL PROVISIONS

6.1 Access. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have access to any information or records kept by the Company or its Affiliates for the purposes of the delivery of such Service under this Agreement. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have the right of reasonable ingress to and egress from the Company's premises, during regular business hours and upon reasonable prior notice, for purposes specifically connected with the delivery of such Service hereunder.

6.2 Confidentiality. All confidential or proprietary information provided by the Parties pursuant to the terms of this Agreement will be kept confidential and will not be disclosed or otherwise disseminated to any other Person, whether orally or in writing, at any time. Notwithstanding the foregoing, confidential and proprietary information shall not include information that is or becomes publicly available other than as a result of any act or omission by the disclosing Party or its Representatives, information that was available to the disclosing Party and its Representatives on a non-confidential basis prior to its disclosure hereunder and information which becomes available to the disclosing Party and its Representatives on a non-confidential basis from a source that is not, to the disclosing Party's knowledge, subject to a confidentiality agreement with respect to such information. Not more than fifteen (15) days after the expiration or termination of this Agreement, the Parties shall return or destroy and confirm the destruction of all confidential or proprietary information provided pursuant to the terms of this Agreement, including all copies and extracts thereof, in whatever form, in their respective possession or under their respective control.

6.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when

received if delivered personally, (b) when sent, if sent by facsimile (provided that the sender receives confirmation of successful transmission) and (c) when received, if sent by overnight courier service or when mailed by certified or registered mail, return receipt requested, with postage prepaid to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Company to:

Liberty Energy Utilities Co.
2845 Bristol Circle
Oakville, Ontario
Canada L6H 7H7
Attention: General Counsel
Facsimile: (905) 465-4514

with copies to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: James G. Goettsch, Esq.
Facsimile: (816) 983-8080

If to the Seller, or any of its Affiliates, to:

National Grid USA
40 Sylvan Road
Waltham, Massachusetts 02451
Attention: John G. Cochran, Executive Vice President
Colin Owyang, Senior Vice President and General Counsel
Facsimile: (781) 907-5772
(781) 907-5701

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Sheldon S. Adler, Esq.
Facsimile: (212) 735-2000

6.4 Relationship between Parties. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement. The Seller, or its Affiliates, as the case may be, shall provide the

Services hereunder in the capacity of an independent contractor and not as an employee or agent of the Company or its Affiliates.

6.5 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party, including by operation of law, without the prior written consent of the other Party and, subject to the preceding clause, this Agreement and all the provisions hereof shall be binding upon and shall inure solely to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that the Company may assign its rights and delegate its duties under this Agreement to an Affiliate of the Company without the consent of (but with prior written notice to) the Seller if (a) the assignee shall assume in writing all of the Company's obligations hereunder and (b) the Company shall not be released from any of its obligations hereunder by reason of such assignment. Notwithstanding the foregoing, the Parties acknowledge that the Seller may delegate the performance of any Services to be provided under this Agreement to one or more of its Affiliates that normally performs such Services and that the Company may designate one or more of its Affiliates that is engaged in the conduct of the business of the Company to receive any or all of the Services; provided, however, that the Seller and the Company will each remain fully responsible for compliance with the terms of this Agreement the same as if such delegation or designation were not effected.

6.6 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (regardless of the Laws that might otherwise govern under applicable New York principles of conflicts of Laws) as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) All judicial actions or proceedings brought against the Parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought exclusively in any courts of the United States of America for the Southern District of New York. By executing and delivering this Agreement, the Parties irrevocably: (i) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (ii) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (i) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (iii) agree that service of all process in any such action or proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 6.3; and (iv) agree that service as provided in clause (iii) above is sufficient to confer personal jurisdiction over such Party in any such action or proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(c) THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY

HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENT DELIVERED IN CONNECTION HERewith TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS AGREEMENT AND EACH SUCH OTHER DOCUMENT.

6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.8 Headings. The insertion of headings is for convenience of reference only and does not affect, and will not be utilized in construing or interpreting, this Agreement.

6.9 Entire Agreement. This Agreement and Schedule A hereto embody the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties with respect to such subject matter.

6.10 Purchase Agreement Controls. To the extent that any of the terms of this Agreement, including Schedule A hereto, conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing herein shall be construed as an amendment or waiver of the rights and obligations of the Parties under the Purchase Agreement.

6.11 Interpretation.

(a) When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section or Schedule of or to this Agreement unless otherwise indicated.

(b) The word "including" or any variation thereof means "including, without limitation" and does not limit any general statement that it follows to the specific or similar items or matters immediately following it.

(c) The words "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement (including Schedule A hereto) as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(d) The meaning of defined terms in this Agreement applies to both the singular and the plural of those terms.

(e) Any reference in this Agreement to "dollars" or "\$" means U.S. dollars.

(f) This Agreement was prepared jointly by the Parties and no rule that it be construed against the drafter will have any application in its construction or interpretation.

6.12 Amendment and Waiver. Subject to applicable Law, this Agreement may be amended, modified or supplemented only by written agreement of the Parties. Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

6.13 No Third Party Beneficiaries. This Agreement is not intended to confer on any Person except the Parties any rights or remedies hereunder. Without limiting the generality of the foregoing, no provision of this Agreement will create any third-party beneficiary rights in any Person, except that each of the Seller and its Affiliates shall have the right to enforce the obligations of the Company solely with respect to Section 5.3 hereof, and each of the Company and its Affiliates shall have the right to enforce the obligations of the Seller solely with respect to Section 5.3 hereof.

6.14 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

[The remainder of this page is intentionally left blank.]

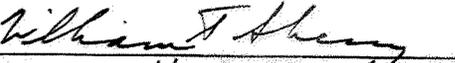
IN WITNESS WHEREOF, the Parties have executed this Agreement as of National Grid/Liberty Energy
date first set forth above.

Docket No.
Joint Petitioners Attachment 11
Page 10 of 77

NATIONAL GRID USA

By: 
Name: John G. Cochrane
Title: Executive Vice President

**GRANITE STATE ELECTRIC
COMPANY**

By: 
Name: William T. Sperry
Title: Regional President

[Signature page to Transition Services Agreement (Granite State)]

SCHEDULE A TRANSITION SERVICES

I. INTRODUCTION

1. Seller's Employees. The Seller will ensure that any of its or its Affiliates' employees assigned to perform the Services will possess a level of skill and experience necessary to satisfactorily perform such Services in accordance with the terms of this Agreement. Except as expressly set forth herein, the Seller shall provide the Services described below to the extent and in the manner and at the locations the Services were being provided to the Company immediately prior to the Transition Period. The Seller shall have sole responsibility for determining which of its or its Affiliates' employees or agents will perform the Services, provided that the Seller shall make a good faith effort to address any reasonable concerns or complaints about the performance of any such Service by any employee or agent of the Seller or its Affiliates.

2. Purchase Agreement. To the extent that any of the Services under this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing herein shall be construed as an amendment or waiver of the rights and obligations under the Purchase Agreement.

3. Cost Substantiation. The Seller will employ reasonable efforts to provide the Company substantiation for all invoiced costs in a manner consistent with the procedures set forth below to the extent practical under the circumstances. Such substantiation shall be provided to the Company in the applicable Monthly Payment, or if not available at such time, within 30 days following Seller's receipt of the corresponding invoice. The Seller anticipates providing the Company with the following information relating to invoiced costs (in each case to the extent available utilizing the Seller's current billing systems):
 - (a) Internal labor costs;
 - (b) Contractor invoices;
 - (c) Listing of materials charged and cost and material returns; and
 - (d) Reasonable detail, back-up and explanation with respect to internal labor, Allocated Costs and overhead.

4. Third-Party Software. The Company acknowledges that certain rights and licenses to use third-party software may be required to provide the Services. The Parties will use commercially reasonable efforts to jointly conduct negotiations with the providers ("Third Party Providers") of any software to be used by the Seller or its Affiliates in providing Services under this Agreement ("Third Party Software"), to obtain the consent of such Third Party Providers where required and, where necessary, enter into new or similar agreements with such Third Party Providers, so that the Third Party Software can be used during the term of this Agreement by the Seller or its Affiliates to perform the Services. To the extent that any additional fees are requested by the Third Party providers for such consents, the Company will be responsible for such fees;

SCHEDULE A TRANSITION SERVICES

provided that if the Company does not consent to paying a particular fee, then Seller shall be relieved of its obligation to provide the Services with respect to that particular software.

5. Audit Rights. During the Transition Period, and subject to the confidentiality provisions in Section 6.2 of this Agreement, the Company shall have reasonable access to Seller's books and records relating to charges invoiced under this Agreement (to which Seller has possession, access, and disclosure rights) so as to verify information used by Seller in calculating payments due by the Company under this Agreement.

6. Reporting. The Seller shall report to the Company with regard to the provision of Services described herein in a manner consistent with the reporting around such Services prior to the Transition Period, including the delivery of any reports, studies, test results, etc. prepared in the ordinary course of business on behalf of the Company.

7. Complaint Escalation. Any complaints arising out of or in connection with any Service will in the first instance be referred to the Parties' designated representatives for the Service (as set forth below) for discussion and resolution at a meeting. If the issue is not resolved at that meeting, the issue will next be referred to the Parties' senior management responsible for the transition (Seller – Timothy Horan; Buyer - David Pasiaka), who will meet within three (3) days of the referral. If the issue is not resolved at that meeting, the issue will be further escalated to a steering committee comprised of the Parties' most senior executives responsible for the Parties' performance under the Purchase Agreements. If the unresolved issue is having a material effect on the provision of any Service, the parties will use their respective good faith efforts to reduce the elapsed time in reaching a resolution of the issue.

8. Scope of Services. With respect to any particular Service described herein, if the Company's need for such Services significantly expands or decreases in comparison to the level of such Service provided as of the Closing Date, Seller and Buyer shall discuss in good faith an appropriate adjustment to the charge for such Service.

SCHEDULE A TRANSITION SERVICES

II. TRANSITION SERVICES COSTING

All of the Services rendered under this Agreement will be charged based on a reasonable approximation of the actual costs incurred by the Seller to provide such Services, without any mark-up for profit. The Seller will calculate its actual costs of providing the Services by using a combination of direct charges and allocations in a manner consistent with the charges billed to the Company for comparable services prior to the Transition Period, and in all cases consistent with industry standards and applicable regulations.

SERVICE COMPANY CHARGES

The Seller owns four mutual service companies (the “Service Companies”) that provide a variety of services to the Seller’s regulated and unregulated affiliates, including the Company. Services provided by the Service Companies include finance, environmental, human resources, information technology, and regulatory support. During the Transition Period, the Service Companies will charge the Company for any Services provided hereunder based on the following principles:

- (1) Actual costs will be directly charged (“Direct Charges”) for Services whenever it is practicable to capture the actual cost through a direct charge (e.g., direct charged labor; materials).
- (2) Where direct charging is not practical for Services, actual costs will be based on allocated charges in accordance with the currently applied and approved Service Company allocation methodology (“Allocated Costs”). Allocated Costs may be adjusted from time-to-time during the Transition Period to reflect changes to National Grid’s corporate allocation methodologies.
- (3) In the case of labor charges (whether Direct Charged or Allocated Costs), labor will include base labor, overtime, and full labor burdens.
- (4) In the case of charges for material and supplies, material handling overheads will be added to the cost of materials and supplies in a manner consistent with current practices.

AFFILIATE COMPANY CHARGES

In addition to the Service Companies, the Company will receive Services from certain non-Service Company affiliates of the Seller currently providing operations support and other services to the Company. During the Transition Period, these affiliates will charge the Company for any Services provided hereunder based on the following principles:

- (1) Direct Charges for Services whenever it is practicable to capture the actual cost through a direct charge (e.g., direct charged labor).

SCHEDULE A
TRANSITION SERVICES

- (2) In the case of labor charges from an affiliate, labor will include base labor, overtime, and labor burdens consistent with the Seller's current affiliate company billing procedures. Burden rates will be set at the rates established by the Seller's internal accounting practices and will vary from period to period.
- (3) In the case of charges for material and supplies, material handling overheads will be added to the cost of materials and supplies in a manner consistent with current practices.

Prior to the start of the Transition Period, the Parties will work to develop cost estimates for each of the Services consistent with the costing methodology set forth above.

SCHEDULE A
TRANSITION SERVICES

III. SERVICE DESCRIPTIONS**A. GENERAL PROTOCOL**

Service:	Correspondence, Invoices, Notices and other Communications
Detail:	The Seller shall provide to the Company, on a timely basis, any correspondence, invoices, notices or other communications received by the Seller or its Affiliates from any third party that relate to the Company so as to ensure that all such correspondence, invoices or other communications are dealt with in the ordinary course of business.
Term:	12-18 months
Fee:	Allocated Costs

SCHEDULE A TRANSITION SERVICES

B. HUMAN RESOURCES

Service: HR - 1	Payroll Services
Detail:	The Seller shall provide payroll services with respect to the Continuing Employees and any new employees of the Company hired or retained to provide services to the Company (collectively, “ <u>Company Employees</u> ”) in the same manner as such services were provided prior to the Transition Period. Such services shall include, but not be limited to, (i) maintenance of all payroll records, (ii) the calculation and withholding of all appropriate deductions, including the filing and payment of federal, state and local income and payroll taxes, (iii) the payment of workers compensation and unemployment compensation insurance, salaries and wages, (iv) the processing of any applicable deductions for pension, 401(k), welfare and other fringe benefits, (v) issuing paychecks or direct deposits for all Company Employees, (vi) drawing from the Seller’s account any funds associated with payroll, (vii) providing the Company with a payroll register each time payroll is run for Company Employees, (viii) providing the Company with a reconciliation of all payable accounts associated with paying Company Employees on the same schedule as reconciled prior to the Transition Period, (ix) responding to all inquiries from Company Employees related to payroll, and (x) issuing W-2s to Company Employees at the end of the year.
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	TBD

SCHEDULE A TRANSITION SERVICES

Service: HR-2	Employee Benefits
Detail:	<p>The Seller shall provide Company Employees benefits under those welfare benefit plans in which the Continuing Employees participated immediately prior to the Transition Period.</p> <p>With respect to 401(k) plans, the Seller shall continue to process employee deferrals as part of the payroll function and remit such amounts directly to the applicable benefits provider. The Company, in consultation with the Seller, will coordinate with such provider the calculation of employee matching contributions.</p> <p>The Company shall be solely responsible for all benefit enrollments for Company Employees after the date of this Agreement.</p>
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs; plus cost of benefits
Seller Service Representative	Lori Santoro
Company Service Representative	TBD

SCHEDULE A TRANSITION SERVICES

Service: HR-3	Pension Administration
Detail:	<p>The Seller will provide pension administration services for each of the Continuing Employees until the asset/liability transfer of the pension plans contemplated by the Purchase Agreement takes place. These services include (i) commencing pension benefits for deferred vested terminated employees, (ii) payments to SERP beneficiaries, (iii) commencing pension benefits for active employees who may elect to terminate or retire, (iv) processing deaths and setting up surviving spouse benefits, and (v) maintaining pension records.</p> <p>The Seller and the Company will cooperate with each other in taking all actions necessary to effect the pension asset/liability transfer. After the asset/liability transfer, the Seller will provide the Company with data in the Seller's possession to the extent reasonably required by the Company to administer the plan thereafter.</p>
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	Claude Bussieres
Company Service Representative	Chief Financial Officer (Algonquin Power)

Service: HR-4	Labor Relations Support
Detail:	<p>The Seller will provide reasonable assistance to the Company in the Company's efforts to resolve any formal grievances or arbitrations that remain unresolved as of the Transition Period or arise thereafter but relate to events occurring before the Transition Period, as may be reasonably requested from time to time.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Ryan
Company Service Representative	President (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

Service: HR-5	Staffing Support
Detail:	The Seller will provide reasonable assistance to the Company in its staffing activities for the Company in a manner consistent with the provision of such services prior to the Transition Period.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	President (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

C. FINANCIAL SERVICES

ACCOUNTING SERVICES

Service: Fin -1	Financial Reporting
Detail:	<p>The Seller shall assist the Company in its preparation of monthly financial statements for the Company on the same schedule as such financial statements were prepared prior to the Transition Period.</p> <p>Financial statements will be prepared on a basis consistent with the existing accounting policies and procedures of the Seller and the Company. The Company shall be solely responsible for purchase accounting entries or income tax entries.</p> <p>Accounting services by the Seller will include providing reports from existing sub-ledgers on the following topics:</p> <ul style="list-style-type: none"> • Financial Accounting • Capital Accounting <p>The Seller shall continue to maintain records to account for the utility plant assets of the Company, and record additions and retirements of utility plants and to record depreciation. The Seller shall provide the Company on a monthly basis the following schedules and/or reports:</p> <ul style="list-style-type: none"> • Monthly reconciliation of fixed assets sub-ledger to the balance sheet • Monthly and year to date cost summary • Capitalized Interest Monthly Activity • ARO liability report – a report identifying monthly activity related to asset retirement obligations
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs.
Seller Service Representative	TBD
Company Service Representative	TBD

SCHEDULE A TRANSITION SERVICES

Service: Fin-2	Accounting Consulting
Detail:	The Seller will make personnel available to respond to the Company's requests for accounting support, knowledge transfer and history related to the Company' financial statements.
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

Service: Fin-3	Financial Training Service
Detail:	The Seller will informally train the Company's employees assigned to perform accounting services as requested by the Company including, training at the Seller's offices, process walkthroughs and explanations of business process inputs and outputs and other related activities prior to and during month end close.
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

ACCOUNTS PAYABLE

Service: Fin-4	Accounts Payable Processes
Detail:	<p>The Seller will continue to manage the Accounts Payable (AP) process for the Company including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Perform invoice processing, vendor maintenance reporting and data collection, payment processing for all types of payment, systems-related AP functions and reconciliation of AP reports; provide such support as required for other reconciliation functions, and provide expense report/P-card support • Continue to keep the procurement cards, travel and expense cards and gas cards active for use by Continuing Employees • Utilize its AP system to manage the AP process • Make payments from its disbursement account • On a monthly basis, provide Company with details of all disbursements for Company made by the Seller on behalf of the Company • On a monthly basis, provide Company with a report for expenses associated with the Company including the requisitioner’s name • At month end, provide the Company with support for un-invoiced receipts and agree to general ledger account • Provide the Company a monthly reconciliation of the AP sub-ledger to the general ledger, and reconcile in a timely manner any variations • On a monthly basis, provide the Company with an Open Commitments Detail Report for all expenses associated with the Company that have not been received on currently open purchase orders • Continue to provide any 1099 reporting and filing requirements to the IRS. If applicable, confirmation to the Company of any electronic file sent to the IRS, and a report listing all 1099’s for the Company and dollar amount and copies of the 1099 reports will be provided to the Company • Provide available copies of any W-9 for vendors used by the Company
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	TBD

**SCHEDULE A
TRANSITION SERVICES**

Service: Fin-5	Accounts Payable Consulting
Detail:	The Seller will make subject matter experts available to respond to questions from the Company regarding any AP services previously provided by the Seller.
Term:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	TBD

SCHEDULE A TRANSITION SERVICES

TREASURY

Service: Fin-6	Cash Management
Detail:	<p>Cash payments or receipts attributable to the Company may, from time to time, be paid to or received by the Seller or its Affiliates (or vice versa). Examples include the following:</p> <ul style="list-style-type: none"> • Payments by a customer incorrectly identified • Materials ordered by the Seller prior to the Transition Period for use on the Company's capital projects • Refunds or billings that apply to a period that includes the Transition Period • Disbursements inadvertently made on behalf of the Company from an account of the Seller or any of its Affiliates <p>The Company and the Seller will each appoint an accounting representative charged with determining whether a payment or receipt is rightfully attributable to the Company or the Seller. Upon the agreement of the two accounting representatives (such agreement not to be unreasonably withheld or delayed) the Company and the Seller shall make the appropriate adjustments to rectify any payment or receipt wrongfully attributed to the other party. Payments and any adjustments will be made promptly.</p> <p>If such accounting representatives cannot agree, then a meeting will be held promptly between the Company and the Seller, attended by parties with management authority over the disputed matter, to attempt in good faith to negotiate a resolution of the dispute. If that proves unsuccessful, the dispute resolution procedure under Section 3.2(b) of the Purchase Agreement shall control any unresolved dispute.</p>
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

TAX

Service: Fin-7	Tax Consulting Service
Detail:	<p>The Seller will make its tax and accounting personnel available to the Company to respond to the Company’s questions regarding pre-closing tax and accounting matters. Nothing herein shall be construed as imposing any obligation on the Seller to provide tax advice to the Company.</p> <p>The Seller will provide informal training to the Company’s employees assigned to perform taxation services as is reasonably requested by the Company including, training at the Seller’s offices, process walkthroughs and explanations of business process inputs and outputs and any other related activities prior to and during the applicable tax period.</p>
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

Service: Fin-8	Property Tax Services
Detail:	<p>The Seller will make personnel available to respond to the Company’s property tax staff on all <i>ad valorem tax</i> matters including questions regarding the preparation and submission to state or local assessment agencies and follow up enquiries. This may also include attendance at valuation conferences for determination of assessed values.</p> <p>The Seller will provide access to its files pertaining to previous and current litigation on legal property tax matters.</p> <p>The Seller will provide access to the Seller’s property tax personnel for the purposes of providing guidance on the property tax budget for the Company’s business.</p>
Term:	6-12 months
Fee:	Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

MISC

Service: Fin-9	Claims Handling/Investigation
Detail:	The Seller shall provide the Company with claims handling and incident investigation support services in a manner consistent with the provision of such services prior to the Transition Period.
Term:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Finance (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

D. OPERATIONS - GRANITE STATE

MAINTENANCE & CAPITAL PROGRAMS

Service: Elec Ops - 1	Planned Major Maintenance
Detail:	<p>The Seller will make available its employees to consult with and assist the Company with the planning and management of significant maintenance work on major substation electrical equipment. Specifically the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Development of work scope; • Produce work plans, schedules and budgets • Define material and service requirements • Produce relevant specifications and requests for proposals to be issued to contractors and suppliers • Assist with negotiations and award contracts for materials and services • Construction and project management for the execution of the work • Execution of the maintenance work • Project close-out including cost settlement, reporting and documentation
Term:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Paterson
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 2	Emergency Maintenance Engineering and Technical Services
Detail:	<p>The Seller will make available its employees to consult with and assist the Company with technical support services for emergency work on major substation electrical equipment. Specifically the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Assessment of equipment performance issues • Identification and evaluation of repair options • Development of repair replacement work scope • Recommendations of materials, supplies and third party services to effectively complete repairs or maintenance • Provide recommendations on personnel, tools and equipment to perform the repair • Provide assistance with the oversight of respective staff performing the activities • Provide technical advice to address issues identified during the execution of the work requested
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Marie Jordan
Company Service Representative	Heads of Engineering/Field Operations

Service: Elec Ops - 3	Field Crew Dispatching and Scheduling
Detail:	<p>The Seller will support the dispatching and scheduling functions for the Company's field crews in a manner consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Dispatching non-emergency Customer Meter Services work orders • Dispatching non-emergency "filler work " for trouble workers • Scheduling and assignment of non emergency customer meter services work orders • Continuous monitoring and optimization of daily work load and resource needs • Update resources for both CMS and trouble workers • Dispatching and scheduling of advanced consumption and collections work • Call out of personnel as required for emergency situations

**SCHEDULE A
TRANSITION SERVICES**

	<ul style="list-style-type: none"> Reporting on performance results
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Gary Bennett
Company Service Representative	Heads of Engineering/Production, Dispatch & Control

Service: Elec Ops - 4	Electric Engineering and Design
Detail:	<p>The Seller will make available its employees to support the following engineering and design functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> Project Engineering and Design (Field Work) Project Engineering and Design (Central Design) Power Quality Monitoring (in addition to simple voltage/current monitoring performed by Design) General Engineering Supervision Underground cable testing and fault finding
Term:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeremy Gagne
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 5	Resource and Workload Planning
Detail:	<p>The Seller will make available its employees to support the Company's resource and workload planning programs in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Develop and track five-year asset management plan; assist with asset strategy and planning recommendations • Coordinate with local distribution management and contract delivery management to determine job resource allocation • Coordinate, prioritize, and reprioritize the fiscal year plan based on operational requirements, workload needs, and investment management network strategy recommendations • Estimate mains package • Manage Digsafe/Re-Dig permits • Prepare 1703 Forms • Work completion (casbuilt) • Prepare permit applications • Town contact (administrative) • Assembly of work packages • Initiate work • Update / downgrade leaks • Create work orders • Handle customer interactions with regard to schedule and complaints
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeremy Paterson
Company Service Representative	Head of Gas and Electric Operations

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 6	Electric Feeder, Sub-Transmission and Substation Asset Planning
Detail:	<p>The Seller will make available its employees to support the Company's Electric Feeder, Sub-Transmission and Substation Asset Planning programs in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Capacity Planning Review for feeders, transformers and sub-T lines. Annual review & tactical studies, as needed • Reliability Reviews for same • Implement asset strategies for targeted feeder and substation equipment • Review large new load interconnections & recommend infrastructure reinforcement • Conduct interconnection studies for new generation installed on distribution and sub-transmission system EMS/PI • Develop device control settings for feeder breakers, line reclosers, line regulators and line capacitors • Prepare annual regulatory reports, respond to regulatory dockets as needed, support permitting and licensing activities as needed
Term:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Brian Hayduck
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 7	Substation Maintenance Programs/Substation Engineering
Detail:	<p>The Seller will make available its employees to consult with Company regarding the application of all applicable Substation Inspection and Maintenance Programs, including:</p> <ul style="list-style-type: none"> • Provide technical support for emergency and planned substation equipment maintenance, repair, and replacement • Support for substation construction including but not limited to: <ul style="list-style-type: none"> ○ Substation engineering and design ○ Material specification and ordering ○ Development of construction timeline ○ Permitting support ○ Municipal and agency support for construction ○ Project management, including coordination of different departments throughout the construction period
Term:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Steve Fanning
Company Service Representative	Heads of Engineering/Engineering Services

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 8	Vegetation Management
Detail:	<p>The Seller will make available its employees to support the Company's vegetation management, strategy and planning programs in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • General supervision and management of the vegetation management program • Assistance with the preparation of related regulatory filings • Assistance with vendor management, including oversight, contracting and invoicing
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeff Carney
Company Service Representative	Heads of Electric Operations /Forestry & Vegetation Management

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 9	Customer Meter Support
Detail:	<p>The Seller will make available its employees to provide customer meter support in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • PUC-mandated meter programs <ul style="list-style-type: none"> ○ Coordinates with vendor to create a random list of installed meters by model to be exchanged ○ Feeds list provided into Statistical Analysis program ○ Monitors test results by ANSI standards (remove outliers and creates separate reports as required by PUC) ○ Creates year end reports to be delivered to PUC ○ Follows up w/ PUC requests for additional info • Meter reading program support <ul style="list-style-type: none"> ○ Manage and establish metering routes ○ Collect/process reads for billing ○ Create read percentage and other associated reports • Local clerical support <ul style="list-style-type: none"> ○ Reconcile field collections receipts ○ Time entry ○ Local work dispatching ○ Provide information to field workers ○ Local productivity/meter reading reports ○ Coordinate customer letters, phone calls and appointments ○ Maintain complex metering files ○ Maintain in service meter inventory • Local Work Orders <ul style="list-style-type: none"> ○ Create Daily Customer Work Orders ○ Down/Up Load Work (work order system) ○ Productivity Reports ○ Mobile Device Support
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Robert Preshong
Company Service Representative	Head of Electrical Operations

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 10	Electric Meter Shop
Detail:	<p>The Seller's Electric Meter Shop will continue to support the Company in a manner consistent with the provision of services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Managing inventory • Performing bench meter tests for: <ul style="list-style-type: none"> ○ Customer and regulator inquiries/complaints ○ Regulator-mandated testing programs ○ Pre-test reinstallation meters ○ Test certain percentage of new meters • Programming electronic meters • Providing general tech support re meter application • Processing meters for reuse in field after remove or exchange
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tracey Mini
Company Service Representative	Heads of Operations/CMS

Service: Elec Ops - 11	Electric Lab (testing and calibration of tools, equipment, and PPE)
Detail:	<p>The Seller's Electric Lab will continue to support the Company in a manner consistent with the provision of services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Live Line and Hotstick Tool Testing • Rubber Goods Testing • Bucket and Boom Dielectric Testing • Instrument Calibration
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joe Sierra
Company Service Representative	Head of Electric Operations

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 12	Infrared (IR) Testing
Detail:	The Seller will make available its employees to support the Company's IR testing programs in a manner consistent with the provision of such services prior to the Transition Period, including IR testing for distribution feeders, subtransmission lines (23kV only) and substations.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Norm Charpentier
Company Service Representative	Head of Electric Operations

Service: Elec Ops - 13	Mapping & Records
Detail:	<p>The Seller will provide GIS/mapping and records services in support of the Company's operations in a manner consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • GIS Map updates (non design jobs) • IS400 updates and changes • RCC CAD Print update/create for Distribution Feeders • PowerOn (Outage Management System) updates/changes • Update/Convert existing paper maps to CAD/GIS • Large Project Map creation • Municipal/Regulatory Map Requests (petitions, etc.) • Easement drawings
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Yarborough
Company Service Representative	Heads of Engineering/Mapping & GIS

**SCHEDULE A
TRANSITION SERVICES**

Service: Elec Ops - 14	Relay and Protection
Detail:	<p>The Seller will support the relay and protection functions for the Company in a manner consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Routine maintenance (6 yr schedule); test protective relays; measure current, voltage, and phase angles; AC/DC testing for tripping, reclosing • Emergency troubleshooting • Setting changes on breakers/reclosers
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mark Peterson
Company Service Representative	Heads of Engineering/Engineering Services

Service: Elec Ops - 15	Codes and Standards
Detail:	<p>The Seller will make available its employees to support the Company's Codes and Standards functions in a manner consistent with the provision of such services prior to the Transition Period:</p> <ul style="list-style-type: none"> • Develop, manage, maintain and issue Operating & Maintenance (O&M) and Emergency manuals and procedures • Monitor applicable regulations to ensure timely updates of manuals and procedures • Maintain standards and policies to ensure that all activities comply with state and federal regulations • Coordinate ongoing communication of updates to codes & standards (e.g., construction codes) from third-party sources
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Girard Purdy
Company Service Representative	Heads of Engineering/Compliance & Quality

**SCHEDULE A
TRANSITION SERVICES**

MUTUAL ASSISTANCE & BUSINESS CONTINUITY

Service: Elec Ops - 16	Mutual Assistance
Detail:	The Seller will cause its Affiliates to provide emergency storm maintenance and restoration assistance to the Company in a manner consistent with the provision of such services prior to the Transition Period, and subject to any legal or regulatory restrictions applicable to the provision of such services.
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Marie Jordon
Company Service Representative	Head of Electric Operations

SCHEDULE A TRANSITION SERVICES

Service: Elec Ops - 17	Business Continuity Support and Emergency Logistics
Detail:	<p>The Seller will cause its Affiliates to provide the Company with business continuity and emergency logistical support in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • IT support for business continuation • Storm response logistical coordination • Storm Room operations • Restoration planning and training • Maintain Emergency Response Plans and file annually with regulators • Maintain restoration assignment lists • Coordinate Mutual Assistance • Provide assistance for storm outside crew coordination and invoicing
Term:	
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	D. Deaultels/A. Barresi
Company Service Representative	Heads of Engineering/Compliance & Quality

**SCHEDULE A
TRANSITION SERVICES**

ENERGY SOLUTIONS DELIVERY & EFFICIENCY

Service: ESD&E -1	Energy Efficiency Programs
Detail:	<p>The Seller will support the Company’s energy efficiency programs in a manner consistent with the operation of such programs prior to the Transition Period. Specifically, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Key Account Executives will provide large commercial customers (>750kw) with energy efficiency products and programs • Commercial Energy Consultants will assist customers between 750 and 200kwh with energy efficiency products and programs • Technical reps will support account executives with technical support for customer products, conservation education and market transformation programs • Energy efficiency analysts will assist with managing rebate and DSM programs. • File regulatory filings and reports such as Energy Efficiency Plan, Shareholder Incentive year-end Report, and quarterly reports. Collaborate with other Utilities and interested parties quarterly • Evaluate energy efficiency programs and update savings for program. Manage evaluation studies. Coordinate with procurement for studies. • Implementation of programs. 16 residential, low-income, and commercial programs run in conjunction with lead vendors. Coordinate with procurement to competitively select lead vendors. Manage lead vendors and program spending and marketing. • Planning, Performance, and Financial Support – Monthly update of spending and savings
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Head of Sales & Marketing

SCHEDULE A TRANSITION SERVICES

Service: ESD&E -2	Sales/Support for Commercial, Industrial and Municipal Customers
Detail:	<p>The Seller will support the Company's sales and other programs with respect to commercial, industrial and municipal customers. Specifically, to the Seller and its Affiliates support such programs prior to the Transition Period, Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Municipal street lighting programs • Planned outage support • Municipal relations • Managed billing and billing disputes • Complex metering support
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Head of Sales & Marketing

**SCHEDULE A
TRANSITION SERVICES**

ENERGY CONTROL & SUPPLY

Service: Energy Supply - 1	Electric Network Control
Detail:	<p>The Seller will provide electric network system control, monitoring and management services in a manner consistent with the support provided prior to the Transition Period, including use of any electric network control dispatch systems used by the Company prior to the Transition Period. Specifically, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Electric System Operations - operate and manage electric system to meet load needs, respond to abnormal operating conditions, manage system alarms • Manage system operating procedures • Sub-transmission Switching (Planned) • Distribution Circuits Switching (Planned) • Storm Dispatch • Storm Switching Restoration and Repair • Off-Hour Crew Call out
Term:	12-24 months
Fee:	Allocated Costs
Seller Service Representative	Mike Gallagher
Company Service Representative	Heads of Engineering/Production, Dispatch & Control

Service: Energy Supply - 2	Electric Load Forecasting
Detail:	<p>The Seller will make available its employees to support Load Forecasting on behalf of the Company in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <p><u>Compliance and Regulatory Support</u></p> <ul style="list-style-type: none"> • Develop, prepare and submit electric demand and energy forecasts and customer requirements forecasts that support electric rate recovery filings and integrated resource plans • Represent the Company in regulatory proceedings (e.g. bi-annual Integrated Resource Planning dockets) through written filings, data responses and testimony. • <u>Legal interface.</u> Coordinate with legal counsel on the submission and litigation of regulatory filings.

SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none"> • <u>Regulatory/Pricing Interface</u>. Coordinate with in-house regulatory staff and external consultants on the submission and litigation of electric rate recovery filings, and other filings as required (e.g., semi-annual Default Service recovery filings and bi-annual avoided cost studies that support energy efficiency program design). • <u>External Interface</u>. Represent the Company on ISO-New England load forecasting committee to ensure that Company and ISO projections are consistent and that the best interests of the Company and its customers are represented on regional planning issues. <p><u>Internal Budgeting and Planning Support</u>. Provide a dedicated group of analysts to model and forecast electric demand and customer requirements in support of the Company's revenue forecasting and budgeting function and the transmission and distribution system planning functions. Modeling and forecasting, including the following activities:</p> <ul style="list-style-type: none"> • <u>Data base management</u> - obtain all internal and external data, and maintain the appropriate data bases used in the analysis and effort to build the forecast models. • <u>Model Development</u> - build the statistical models that are used to forecast electric demand & energy by customer class and rate class and customer requirements for the system as a whole. • <u>Data analysis</u> - analyze the results of the demand forecasts and customer requirements forecasts against actual performance to test the accuracy of the models and the forecast methodologies. • <u>Internal Interface</u> – provide timely peak day customer requirements forecasts to transmission & distribution system planning so they can prepare system plans and capital budgets that meet current demand and projected growth. Provide timely customer requirements forecast to electric supply procurement so they can contract for needed bundled customer supply; respond to internal inquiries for data and ad hoc analysis on historical data and forecasts in support of various departments (e.g., Energy Efficiency, Electric Rates & Pricing, Electric Revenue Forecasting).
Term:	18-24 months
Fee:	Allocated Costs
Seller Service Representative	Margaret Janzen

SCHEDULE A TRANSITION SERVICES

Company Service Representative	Head of Energy Procurement/VP, Energy Procurement & Supply (Liberty Energy)
---------------------------------------	---

Service:	Energy Procurement Services
Energy Supply - 3	
Detail:	<p>The Seller shall ensure that those resources and systems provided by the Seller in support of the Company's business as of the commencement of the Transition Period are maintained and available for use by the Company in connection with the performance of required energy procurement services. This shall include any computer systems, third-party information services and critical software applications.</p> <p>These services, at the request and direction of the Company, shall include:</p> <ul style="list-style-type: none"> • Procurement of load following power (i.e., Full Requirements Service) via quarterly RFPs to accommodate Default Service (DS) load per regulatory requirements • Negotiate Master Power Agreements with Full Requirement Service suppliers. • Procurement of Renewable Energy Certificates (RECs) (via RFPs and brokers) to satisfy the Renewable Portfolio Standards (RPS) per regulatory requirements • Negotiate Certificate Purchase Agreements with the REC suppliers. • Assist the Rates department in the development of quarterly retail rate filings incorporating the quarterly DS procurements and estimated REC market prices; support rate proceedings • Provide REC transactions to Rates department to include in annual reconciliation. • Support rulemaking process to create environmental disclosure labels for Default Service supply. • Prepare and submit annual RPS compliance report (every July 1st). • Participate in rulemaking process for the current Greenup program. Electric Supply manages the inventory of GreenUp RECs in the program and includes these RECs in the annual compliance filing. • Manage REC inventory through the ISO-NE Generation Information System (GIS) • Work with Back Office to verify invoices for Default Service and REC transactions. For RECs, verify delivery of RECs via GIS.

**SCHEDULE A
TRANSITION SERVICES**

Term:	18-24 months
Fee:	Allocated Costs
Seller Service Representative	Margaret Janzen
Company Service Representative	Director of Energy Procurement/VP, Energy Procurement & Supply (Liberty Energy)

Service: Energy Supply - 4	Energy Procurement Consulting
Detail:	<p>The Seller shall make available to the Company its personnel involved in energy procurement for reasonable consultation services on behalf of the Company.</p> <p>The Seller shall also provide informal training to employees of the Company with respect to any of the energy procurement services described in this section, to the extent reasonably requested.</p>
Term:	18-24 months
Fee:	Direct Charges
Seller Service Representative	Margaret Janzen
Company Service Representative	Head of Energy Procurement/VP, Energy Procurement & Supply (Liberty Energy)

Service: Energy Supply - 5	Distributed Generation Services
Detail:	<p>The Seller will make available its employees to support Distributed Generation Services on behalf of the Company in a manner consistent with the provision of such services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • Manage interconnection of customer owned distributed generation systems 100 kW and under, in accordance with regulatory requirements • Maintain New Hampshire’s interconnection requirements and related links on external corporate website. • Train Customer Service Representatives to respond to customer inquiries about interconnecting distributed generation, tariff rates, timelines, etc. • Prepare periodic filings and reports as required by New Hampshire and Federal regulators. • Assure Company tariffs are up to date with all regulatory

SCHEDULE A TRANSITION SERVICES

	<p>requirements pertaining to DG interconnection requirements</p> <ul style="list-style-type: none"> • Develop internal corporate procedures for handling DG interconnections in a consistent manner • Develop and maintain Corporate service standards and interconnection standards that are consistent • Participate in utilities working groups to come up with best practices and revise DG standards to be uniformed in territory/state
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Margaret Janzen
Company Service Representative	Heads of Energy Procurement/Engineering

**SCHEDULE A
TRANSITION SERVICES**

PROJECT MANAGEMENT

Service: Project Mgt - 1	Project Management Services
Detail:	<p>The Seller will provide project management services required to complete the current projects of the Company. Specifically the services may include, as directed by the Company, the following functions:</p> <ul style="list-style-type: none"> • design engineering • material procurement, requisitions and expediting • regulatory applications, permits (federal, state and local) • environmental management coordination • construction management and safety coordination • project administration and accounting coordination • cost management and reporting • project close-out activities • project filing and records and document management
Term:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Head of Gas and Electric Operations

Service: Project Mgt - 2	Cost Management Access
Detail:	<p>The Seller will provide the Company capital project and O&M cost data for the Company, as captured and reported by the Seller in its existing systems and provide and make its employees available to respond to the Company's questions related to such cost data.</p>
Term:	12 months
Fee:	Allocated Costs.
Seller Service Representative	TBD
Company Service Representative	Director of Finance & Admin (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

HEALTH, TRAINING, SAFETY & ENVIRONMENT, REGULATORY MONITORING AND COMPLIANCE

Service: HS&E - 1	Health Safety & Environment (HS&E), Regulatory Monitoring, Reporting, Compliance and Training
Detail:	<p>The Seller will work with the Company to develop and implement safety and health policies, programs and training that comply with governmental regulations.</p> <p>The Seller will prepare, for the Company's review and approval, required local, state, and federal reports related to the Company's HS&E, regulatory and compliance requirements. Upon the Company's review and approval, the Seller shall file such reports to all federal, state, and local regulatory agencies with jurisdiction over its business.</p> <p>The Seller will make its personnel available to the Company to respond to questions regarding federal, state, and local and regulatory HS&E issues applicable to the Company and its business. The Seller will provide informal training to the Company's employees responsible for such HS&E related report filings including, training at the Seller's offices, process walkthroughs and explanations of business process inputs and outputs and any other related activities prior to and during the applicable reporting period.</p> <p>The Seller will coordinate with Seller's training group to create and deliver employee training programs that meet regulatory requirements.</p>
Term:	12 months; as needed
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	See Representatives for specific Services below
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 2	Health and Safety Field Support
Detail:	<p>The Seller will assist the Company with its management of health and safety issues in the field, including:</p> <p>Support line management in the development and implementation of programs and initiatives aimed at incident prevention and performance improvements.</p> <p>Support the Company in addressing emerging issues, such as Process Safety.</p> <p>Assist the Company in developing and implementing programs for monitoring safety performance in the field through safety observations; responding to incidents and participating on incident analysis teams.</p> <p>Work with Company to deliver safety information throughout the Company, addressing routine and time-critical safety information.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Weagraff
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 3	Technical Training
Detail:	<p>The Seller, through its Learning & Development organization, will provide technical training services for the Company's field personnel, in support of the Company consistent with the support provided prior to the Transition Period, including:</p> <ul style="list-style-type: none"> • New hire job training • Equipment training • Operator Qualifications training • Annual Expert Training <p>The Seller will also support Company training programs for environmental operating procedures as required for regulatory compliance, including preparation of training materials and training individuals to maintain compliance with SPCC and RCRA/Universal Waste training requirements.</p> <p>The Seller will administer the medical screening programs under DOT and OSHA, including Fitness for Duty and the Drug and Alcohol Programs. Assist Company to file with the relevant regulatory agencies any required documents under those programs.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Stephanie Shepard for health-related training Mary Casey for environmental-related training TBD for operations training.
Company Service Representative	HR Director

**SCHEDULE A
TRANSITION SERVICES**

Service: HS&E - 4	Environmental Compliance
Detail:	<p>The Seller will make its personnel available to the Company to respond to questions regarding environmental data, systems, historical and location specific information, and records relevant to the Company's business. This includes, but is not limited to, air emissions, site investigation and remediation, pollutant discharge elimination system, petroleum and chemical storage, waste, and permitting.</p> <p>The Seller will make available existing environmental staff and subject matter experts to the Company for consultation on environmental planning and management issues related to the Company.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

Service: HS&E - 5	Environmental Field Support
Detail:	<p>The Seller will continue to support line management in environmental management, including site investigations, solid and hazardous waste management, water and wetlands protection, permit application and compliance, recycling, asbestos-in-soil issues, and pollution prevention.</p> <p>As reasonably requested, the Seller will assist Company with site visits to the operating facilities and major construction projects to evaluate compliance with various environmental requirements.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

Service: HS&E - 6	Spill Control/Response
Detail:	The Seller will assist the Company to maintain Spill Prevention Control and Countermeasures (SPCC) and other spill contingency plans; manage spill and incident response for the Company.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

Service: HS&E - 7	Environmental Regulatory Support and Consultation
Detail:	The Seller will provide reasonable assistance to the Company in connection with any environmental regulatory proceeding pending as of the commencement of the Transition Period, including making personnel available for assistance on such proceeding and assisting with the preparation of required filings. Assist Company with Environmental Compliance Assurance Program (ECAP) in a manner consistent with the provision of such services prior to the Transition Period.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: HS&E - 8	Licenses, Permits and Orders
Detail:	<p>At the Company's request, the Seller will provide the Company with assistance relative to the Company's compliance with existing licenses, permits and orders.</p> <p>The Seller will provide support to the Company's representatives to complete the transfer of any required operating licenses, permits and orders for the Company's business, and continue to support permitting and licensing activities required by the Company related to existing operations (including licensing and permitting for capital projects of the Company).</p> <p>The Company shall be responsible for compliance with all licenses, permits and orders for the Company's business.</p>
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Casey
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

SECURITY

Service: Security - 1	Site Security Services
Detail:	<p>The Seller shall support the continued operations of the Company's business under existing security clearance systems and procedures including, but not limited to, the restriction of access to Company facilities to authorized individuals, maintaining infrastructure support for video security and card key access. To the extent possible, the Seller will provide site monitoring for Company facilities consistent with the support provided prior to the Transition Period.</p> <p>Security services shall include the provision of the following activities:</p> <ul style="list-style-type: none"> • Provide security control, monitor and log services for the Company's three NERC sites and 13 electric substations • Coordinate security communication and response services • Perform annual critical-site vulnerability assessments • Manage contract guard service agreements • Provide regulatory guidance with respect to latest FERC, NERC, PHSMA and other security regulations • Manage, update and issue security services manuals and other written security procedures • Provide training and certifications, as needed
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Charles Henderson
Company Service Representative	Director of Environment, Health, Safety, & Security

SCHEDULE A TRANSITION SERVICES

Service: Security - 2	Security Consulting
Detail:	The Seller shall provide site security consulting services for the Company's business, including consultation with regarding existing site security systems and procedures. The Seller shall review with Company all systems, policies and procedures the Seller has implemented for NERC CIP compliance.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Charles Henderson
Company Service Representative	Director of Environment, Health, Safety, & Security

**SCHEDULE A
TRANSITION SERVICES**

SUPPLY CHAIN AND INVENTORY MANAGEMENT

Service: Supply - 1	Supply Chain Management
Detail:	The Seller will provide supply chain contract administration support to the Company including, but not limited to, the issuance and execution of new contracts and renewals, as approved by, and in the name of, the Company. The Company shall identify those individuals authorized to approve contracts and renewals on behalf of the Company.
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

Service: Supply - 2	Materials Management System Support
Detail:	<p>The Seller will make its materials management personnel available to the Company to jointly complete any targeted stock count of inventory, as requested by the Company (the scope of which shall be mutually agreed to by the Parties after the commencement of the Transition Period).</p> <p>Additionally, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Manage the Company’s inventory control system • Manage stock at the Sutton facility • Advise as to environmental waste management issues • Provide for timely and adequate delivery of stock to operating yards
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

SCHEDULE A TRANSITION SERVICES

Service: Supply - 3	Supplier Contracts
Detail:	The Seller will provide assistance to the Company in its efforts to procure the continued performance by the counterparties under the Seller's existing critical supplier contracts pursuant to which services have been provided to the Company and which services are considered key to the continuity and risk management of its business. For any supplier contracts that provide goods and services or are otherwise used in the support or maintenance of the Company and other facilities operated by the Seller or any of its Affiliates, the Seller agrees to employ commercially reasonable efforts to maintain in effect all such supplier contracts during the Transition Period.
Term:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

Service: Supply - 4	Access to Seller Warehouses
Detail:	The materials, parts and equipment relating to the Company's business currently stored at the Seller's warehouse facilities will remain at those sites until such time as they can be relocated to an alternate site at the Seller's cost and expense. Such items shall be stored in a manner consistent with the Company's practices prior to the Transition Period. Storage (and ultimate removal) of stored items shall be done in a manner that will not interfere with the Seller's normal business operations; and the Company shall be responsible for all insurance and risk of loss for any stored items.
Term:	12-24 months
Fee:	Allocated Costs.
Seller Service Representative	Ross Turrini
Company Service Representative	Plant Operations Controller

SCHEDULE A TRANSITION SERVICES

Service: Supply - 5	Fleet Services
Detail:	<p>The Seller will perform activities related to purchasing, leasing and maintaining vehicles on behalf of the Company. Specifically, to the extent not currently provided by the Company, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> • Large truck repair and preventative maintenance • Roadside assistance • Emergency repair (in shop) • Management of fuel procurement program
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bill Hillbrunner
Company Service Representative	Plant Operations Controller

SCHEDULE A TRANSITION SERVICES

E. CUSTOMER SERVICES SUPPORT

Service: CustomerSvc - 1	Call Center Operations
Detail:	<p>Seller's call center shall continue to process calls for the Company in substantially the same manner as prior to the Transition Period, until such time as the Company can transition Company calls to an alternate call center.</p> <p>The Company will be responsible for any training of customer call representatives required to handle the Company's calls; <i>provided, however,</i> calls must be handled in a manner generally consistent with the prior practices of the Company during the 12-month period prior to the Transition Period, subject to any changes requested by the Company that are reasonable or required by applicable Law. Training of customer call representatives shall take place in coordination with Seller's training area in a manner consistent with past practices.</p> <p>During the Transition Period, the Seller will continue to manage the call center in a manner consistent with past business practices.</p> <p>All hours of operation and staffing levels are to remain the same as they do currently, including the recruitment of agents to cope with peak periods of call activity.</p>
Term:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone
Company Service Representative	Director of Customer Service/Bob Wood

**SCHEDULE A
TRANSITION SERVICES**

Service: CustomerSvc - 2	Meter Reading, Billing and Payment Processing
Detail:	<p>The Seller will maintain customer meter reading and billing programs on behalf of the Company, including reading customer meters and issuing customer bills.</p> <p>The form and content of customer bills shall be generally consistent with the format used prior to the Transition Period.</p> <p>The Seller will continue to process customer payments on behalf of Company customers in a manner consistent with past practices.</p>
Term:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/Bob Wood

Service: CustomerSvc - 3	Collections Process Support
Detail:	Administration of customer collections program on behalf of the Company.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/Bob Wood

**SCHEDULE A
TRANSITION SERVICES**

Service: CustomerSvc - 4	New Business Administration
Detail:	The Seller will provide support for the Company's new business programs consistent with the support provided prior to the Transition Period, including the provision of all support services required to ensure proper handling of new customer process (from lead to placement of meter and establishment of billing account).
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Lisa Hurley
Company Service Representative	Director of Customer Service/ Bob Wood / Sales & Marketing Director

Service: CustomerSvc - 5	Revenue Protection/Diversion & Investigation
Detail:	The Seller will provide support for the Company's revenue protection/diversion programs consistent with the support provided prior to the Transition Period, including required investigation of such matters, as requested.
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/ Bob Wood

Service: CustomerSvc - 6	Customer Data Migration
Detail:	The Seller will work with the Company to transfer, where appropriate, customer billing and other data required in connection with the operation of the Company's business.
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Customer Service/ Bob Wood/ David Orsmy

SCHEDULE A TRANSITION SERVICES

F. REGULATORY SUPPORT

Service: Reg - 1	Regulatory Support - General
Detail:	<p>The Seller will provide regulatory support services consistent with the support provided to the Company prior to the Transition Period, including: (i) tariff development, maintenance, administration and enforcement, (ii) regulatory monitoring and (iii) consulting/training generally on regulatory issues. The Seller's responsibilities shall also include supporting the Company in proceedings before the NHPUC or such other regulatory or governmental entities (as the Parties may mutually agree), and any working groups or committee meetings.</p> <p>The Seller's regulatory representatives shall participate on conference calls and at meetings with regulators and shall, upon request, prepare written summaries of the Company's positions with respect to various NHPUC issues. The Seller's regulatory personnel shall coordinate with the Company with regard to the positions to be taken and the decisions and/or votes to be made on behalf the Company.</p> <p>The Seller and the Company shall each designate a coordinator for the regulatory support services, who shall act as principal points of contact for any matters regarding the Seller's regulatory representation of the Company.</p> <p>The Seller and the Company representatives shall at all times comply with the requirements of the NHPUC Standard of Conduct and Code of Conduct, as in effect from time to time. Any Seller employee representing the Company in any regulatory meeting or proceeding shall clearly identify themselves as representatives of the Company. The Seller's employees providing regulatory support shall take such action as may be necessary or appropriate from time to time in order to avoid actual or apparent conflicts of interest.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mary Coleman
Company Service Representative	Director Gov't, Regulatory, & Community Relations/ Manager, Financial Planning & Analysis (Liberty Energy)

SCHEDULE A TRANSITION SERVICES

Service: Reg - 2	Regulatory Reporting
Detail:	<p>The Seller will make its personnel reasonably available to provide consulting services, at the Company's request, in support of all operational report filings of the Company required by any local, state, and federal governmental authorities, including, but not limited, to:</p> <ul style="list-style-type: none"> • Annual Report to the State of New Hampshire Public Utilities Commission (Annual) • Rate of Return Calculation (Quarterly) • GSE Annual Rate Reconciliation Filings • Reliability Enhancement Plan/Vegetation Management Plan Annual Reconciliation • Annual Storm Fund Report • Annual Earnings Report • CTA Filing • Exogenous Events Filing • Monthly EAP Report • Quarterly Default Service Rate Filings
Term:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TBD
Company Service Representative	Director Gov't, Regulatory, & Community Relations/ Manager, Financial Planning & Analysis (Liberty Energy)

**SCHEDULE A
TRANSITION SERVICES**

G. RECORDS MANAGEMENT

Service: Records - 1	Identification of Books and Records
Detail:	The Seller will develop and provide the Company with a list and location of books and records and other documents, manuals, contracts, materials or files (original or copies) related to the Company or its business, including those described for each area listed in <u>Table 2</u> below, to the extent in the possession, custody or control of the Seller.
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	President, Granite State Electric & President, EnergyNorth

<u>TABLE 2</u>	
Accounting	Related to the general accounting functions, plant accounting, operations accounting, revenue accounting, ledgers, reconciliation's, trial balances, journal vouchers, invoices, receivables, banking and general ledger.
Administration	Related to general administrative activities and daily office operations including associations, meetings, committees, records management (retention schedule, policy & program, classification system, destruction certificates), building and office maintenance, information systems (hardware, software, telecommunications), mail, and printing.
Business Development & Research	Related to the development of new business with respect to the Company, including economic evaluations, forecasting, market research and analysis.
Corporate	Related to the overall corporate concerns of the Company, such as Board of Directors activities, shares and shareholders, incorporation, organization, trademarks, insurance, and quality improvement, joint ventures, risk management.
Engineering & Construction	Related to the design, planning, scheduling and construction functions relating to facilities, standards, construction orders, quality assurance, drafting, cost estimating and surveys, facility drawings (CAD files, issued for construction, legal plans).
Energy Management	Related to managing and tracking energy flows and storage,

SCHEDULE A TRANSITION SERVICES

	tracking, balancing and pricing information as a result of commodity supply and demand.
Environment	Related to environmental programs, environmental and socio-economic impact assessment, environmental audits, environmental compliance, waste materials management, noise control, air emissions, land issues, and payments.
Finance	Related to the budget, financial statements, taxation, treasury, hedging, and investments.
Human Resources	Related to human resource activities, issues related to payroll files, benefits, pension, employee savings plan, and operational training programs and records.
Legal	Related to contract administration, contracts and agreements such as construction and service contracts, power purchase agreements, litigation, precedents, and opinions.
Marketing	Related to the marketing, pricing and selling of power to customers, including market research and development, marketing analysis and customer information. Records also include, but are not limited to, sales and transportation contracts, confirmations, nucleus system reports/output, ISDA agreements and confirmations, fuel oil supply, storage, and delivery information, counterparty risk files, financial assurances issued and held, contracts for trading system / pricing service providers, broker contracts, insurance policies, credit insurance policies, weather data, and transmission of power data.
Materials & Equipment Management	Related to the procurement and maintenance of equipment supplies, services and fixed assets for facilities, purchase orders, bid analysis, inventories, retirements, vehicles and aircraft.
Operations	Related to the operation and maintenance of facilities, failures, repairs, and operating practice.
Regulatory	Related to regulatory requirements, decisions, orders and hearings for state/federal/county agencies.
Safety	Related to employee and workplace safety, vehicle safety, safety awards, fire safety, first aid, safety training, incidents, and accident reporting.
Transportation	Related to the transportation of energy through the system both for domestic and export consumption, contract negotiations, pricing, and customer information.
Supply Chain	Related to supply chain management, contracts, purchase orders and other related documents.
Taxation	Related to the preparation all tax returns and filings, and the management of real and personal property tax matters.

SCHEDULE A TRANSITION SERVICES

Service: Records - 2	Separation and Transfer of Books and Records
Detail:	<p>The Seller will identify all books, records, data, information, books, records, manuals, contracts, materials, files and other documents related to the Company that are co-mingled with the Seller's records. The Seller will separate all co-mingled records and deliver all such records to the Company.</p> <p>During the Transition Period and in connection with the performance of the Services under this Agreement, the Seller will continue to provide all data, information, books, records, manuals, contracts, materials, files and other documents (original or copies) related to the Company or its business to the Company that it stores, reports, captures or obtains through its operations or systems.</p> <p>The Seller will provide all data and information extracts in the format in which such data and information is currently generated electronically (i.e. native electronic format).</p> <p>The Seller will provide, in a timely manner, financial system archive data. The data, provided in a format agreed upon by the Company and the Seller, shall include information from the Transition Period until the transition of the systems is completed as well as transactional information for the life of assets.</p>
Term:	12 months
Fee:	Allocated Costs
Seller Service Representative	TBD
Company Service Representative	Director of Finance & Admin (Liberty Energy)/ Mary Lou MacDonald

SCHEDULE A
TRANSITION SERVICES

H. IT TRANSITION SERVICES

The IT Transition Services capture the ongoing support of existing applications and infrastructure used by the Seller to support the Company. The term for each Service is based on the anticipated time required by Company to assume responsibility for such IT Transition Services. The Parties agree that these dates represent the outside date for such Services, and that the Company will endeavor to migrate to its own systems as soon as reasonably possible.

The Company acknowledges that the Seller is in the process of transitioning certain IT applications, including applications used to provide Services hereunder, and that such transition may occur during the Transition Period. Accordingly, it is understood and agreed that certain Services may be transitioned to new applications during the Transition Period. The timing of any IT application transition may be subject to change at the Seller's sole discretion. Once the Seller completes the transition to any new application, the Seller will not be required to maintain the legacy application for use by the Company. The Parties will work together to minimize the impact of any such transition on the Company.

All IT Transition Services described herein will be subject to any licensing restrictions imposed on the Seller under its hardware, software, telecommunications and other vendor agreements.

Any data extracts provided to the Company by the Seller hereunder shall be in the native format or as otherwise agreed to by the Parties.

The Company agrees to abide by all of the Seller's cyber-security policies applicable to its receipt of the Services.

SCHEDULE A TRANSITION SERVICES

Service: IT - 1	Business Application Services
Detail:	<p>The Seller shall provide support for the critical commercial and corporate business system applications currently used by the Company, including the support of business logic, application code, and any other necessary interfaces or components required to provide continued business functionality:</p> <ul style="list-style-type: none"> • <u>Back Office Systems</u>. Support for back office applications, including: Accounting, Finance, Budgeting and Human Resources. The Seller will provide the Company with data extracts from its Back Office systems. • <u>Front Office Systems</u>. Support for the front office systems, including: Asset Management, GIS, Work Management, Field Operations, Meter Data Systems, Project Management. • <u>Customer Systems</u>. Support for the two customers systems in use in New Hampshire; CSS – Granite State Electric and CRIS – Energy North Gas. • <u>Other Systems</u>. Support for the “specialized” systems used by the Seller that support the Company’s assets, including: CADD, Business Intelligence, specialized Business & Engineering applications. • <u>Current and Archived Files</u>. Support for extracting information and data relating to the operations of the Company from the Seller’s electronic, including: File Server Files/Folders, SharePoint Files, Documentum Files. <p>Where appropriate, the Seller will operate the above-described systems in parallel during the Transition Period to allow the Company to migrate functions and data to comparable systems dedicated to the Company.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

**SCHEDULE A
TRANSITION SERVICES**

Service: IT - 2	Collaboration Services (E-Mail)
Detail:	<p>Email services for Company Employees will be transitioned as of the commencement of the Transition Period.</p> <ul style="list-style-type: none"> • The Seller shall provide the data exports of email services in an archive accessible format for certain key employees only on or within days after closing • Additional service will be required from the Seller to enable (i) email auto-response to address email change information and (ii) routing of automated application system messages to the Company, in each case during Transition Period.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

Service: IT - 3	Data Centers
Detail:	The Seller will provide ongoing centralized data center support for the computing infrastructure needed to run the Seller shared application systems used by the Company.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 4	Client Services
Detail:	The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including: <ul style="list-style-type: none"> • Installation of software packages, computer setup, virus control, and coordination for network and hardware support • Continued help desk services via telephone or desk side appointments
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

Service: IT - 5	Contracts & Licenses
Detail:	The Seller shall continue to maintain contract and license support, ensure contracts do not expire, pay invoices and procure hardware and software as necessary to sustain operations. In addition, the Seller shall: <ul style="list-style-type: none"> • Provide vendor information and contacts for the purpose of transferring contracts/maintenance/licensing agreements • Assist the Company with the transfer of software licenses that are currently used solely by the Company and required to continue operations of the Company
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 6	Infrastructure Services
Detail:	<p>To the extent requested by the Company, the Seller shall continue to provide IT servers, storage and network devices, and all controlled computing facilities, including:</p> <ul style="list-style-type: none"> • <u>Desktop and Laptop PC's</u>. Support for the desktop and laptop PC's currently in use at the Company to access and operate Seller's applications. • <u>Standard Desktop</u>. Support for the basic set of Seller desktop applications, including: Windows XP Professional SP3, Internet Explorer, MS-Office 2003 Professional, Mainframe Terminal Emulation. • <u>File Servers</u>. Support and maintain the MS-Windows 2003 File Servers currently used by the Company. • <u>Printers, Copiers & Fax's</u>. Support for printers, copiers and FAX machines currently installed at the Company. • <u>Field PC's and Mobile Electronic Devices</u>. Support for the mobile electronic field equipment used by the Company's field personnel, including: hardened laptops, field handheld computers, AVLS devices, cellular modems. • <u>Truck-mounted Mobile Field Equipment</u>: Support and maintain truck-mounted field equipment required to access and operate the Seller's application systems used by the Company. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p> <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A TRANSITION SERVICES

Service: IT - 7	Networking Support
Detail:	<p>The Seller shall continue to provide the following network management services to the Company:</p> <ul style="list-style-type: none"> • <u>Business Internet Protocol (IP) Networks</u>. Support for the currently installed IP intranet (Seller internal) network, including all network hardware currently installed at the Company. • <u>Energy Management System (EMS) IP Networks</u>. Support for the currently installed IP networks that are used for the Electric and Gas Energy Management Systems at the Company. • <u>EMS Remote Terminal Unit (RTU) Telecomm Circuits</u>. Support for the currently installed RTU telecomm circuits that are used for the Company. • <u>Desk Phones and PBX (Phone System)</u>. Support for the currently installed PBX and telecomm circuits that are used at Electric and Gas Energy Management Systems at the Company. • <u>Wireless Phones and Data Ports</u>. Support the cellular phones and wireless data ports (aircards) currently in use at the Company. • <u>Mobile and Fixed Radio Equipment</u>. Support consistent with the services provided prior to the Transition Period. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p> <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

**SCHEDULE A
TRANSITION SERVICES**

Service: IT - 8	IS Energy Management Systems (EMS) – Supervisory Control And Data Acquisition (SCADA) Systems
Detail:	<p>The Seller shall continue to provide the following EMS services to the Company:</p> <ul style="list-style-type: none"> • <u>Electric EMS-SCADA System</u>. Support for the currently installed ABB SPIDER (tr) Electric SCADA/EMS hardware and software that are needed to monitor and control the Company’s distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions. • <u>EMS Remote Terminal Units (RTU’s)</u>. Support for the currently installed RTU’s of the Company. <p>The Buyer will work with the Company to develop parallel systems during the Transition Period.</p>
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Ryder
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

Service: IT - 9	Security Services
Detail:	The Seller shall maintain existing security systems, infrastructure and processes for the Company for purposes of securing access to any applications and maintaining cyber security requirements.
Term:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	
Company Service Representative	Manager, IT (Liberty Energy)/ IS Manager

SCHEDULE A
TRANSITION SERVICES

I. ADDITIONAL TRANSITION SERVICES

Service:	Additional Transition Services
Detail:	The Parties recognize that the Company may request certain additional services which are within the scope of the Services set forth in this Schedule A, but not specifically listed herein. The Seller shall use good faith efforts to provide such services, subject to all the terms and conditions of this Agreement; provided however, that such good faith efforts to provide such services shall only be required (i) to the extent and in the manner such additional services were provided by Seller to the Company prior to the Transition Period, and (ii) if the Company agrees to pay the Seller all costs incurred by the Seller and its affiliates to provide such additional Transition Services.

SCHEDULE A TRANSITION SERVICES

IV. TERMINATION/TRANSITION OF SERVICES.

1. Intent and Cooperation. The Parties agree that the purpose of this Agreement is to establish the terms under which the Seller will provide to the Company certain Services to allow for the continued operation and maintenance of the Company in a manner substantially consistent with past practices, until such time as the Parties have accomplished the successful transition of all business functions that were performed by the Seller (or its affiliates other than the Company) prior to the Transition Period. Accordingly, the Parties will employ reasonable efforts to cause each of the Services to transition from the Seller to the Company efficiently and seamlessly, with the understanding that the Seller plans to continue to provide each Service until such time as the Company is ready to assume full responsibility, but in no event shall the Seller be required to provide the Services beyond the applicable Transition Period.

2. Transition Teams.
 - a. Prior to the effective date of this Agreement, the Parties will establish teams (the “Transition Teams”) formed to effectuate the transition of the ownership of the Company. The Transition Teams shall at all times include senior representatives from the Parties (including the Parties’ representatives designated pursuant to Section 2.3 of this Agreement) and additional individuals with functional responsibility for transitioning the Services.

 - b. Following the date hereof, the Transition Teams shall meet regularly (not less than bi-weekly; telephonically or in person) to discuss the status of the transition and any issues arising in connection therewith.

 - c. Among other things, the Transition Team shall:
 - i. Determine the schedule and process for the Company’s assumption of the Services;

 - ii. Review periodic progress reports on the status of the Parties in completing the tasks required under the Transition Schedule (discussed below), identifying any unanticipated obstacles, delays, or problems, and recommending steps to resolve the same;

 - iii. Address any problems which Seller may encounter from time to time in the performance of the Services;

 - iv. If, and to the extent determined necessary or appropriate by the Parties, adjust or otherwise modify the Transition Schedule; and

SCHEDULE A TRANSITION SERVICES

- v. Engage in such other activities with respect to the oversight, coordination and administration of this Agreement as it may deem necessary and appropriate.

3. Transition Workplan.

- a. It is anticipated the Seller will provide each Service for the corresponding term set forth in this Schedule A.
- b. Not less than five (5) Business Days after the Closing Date, the Company will provide to the Seller an initial transition workplan (the “Transition Workplan Template”) setting forth the following information for each Service:
 - i. A detailed description of the process for providing the Services on Day 1;
 - ii. the date of the anticipated transition;
 - iii. the individuals responsible for transitioning the Service to the Company;
 - iv. tasks/testing/milestones that need to be completed in order to effectuate the transition;
 - v. resource requirements (IT/tools/equipment/infrastructure);
 - vi. staffing/training requirements;
 - vii. a summary of status of the transition (i.e., readiness testing), identifying potential issues that could result in delays; and
 - viii. any tasks that need to be completed post-transition.

A form Transition Workplan Template is attached hereto as Attachment 1.

- c. The Parties will work in good faith to finalize the Transition Workplan Templates with the understanding that the initial templates will be finalized within twenty Business Days following the Closing Date.
- d. The Transition Workplan Templates will be updated by the Parties to reflect the status of the transition in advance of each bi-weekly Transition Team meeting.
- e. If at any time during the Transition Period the Company has reason to believe that it will not be in position to assume responsibility for a Service within the specified term, the Company shall immediately notify the Seller in writing, whereupon the Parties will develop a mutually agreeable transition plan for the Service.
- f. In the event the Company is prepared to assume responsibility for a Service prior to the date set forth in the Transition Workplan Templates,

SCHEDULE A TRANSITION SERVICES

the Parties will discuss a mutually agreeable schedule for early transition of such Service.

4. Service Termination Notice.
 - a. For each Service, approximately thirty (30) days prior to the anticipated transition date (as set forth in the Transition Workplan Templates), the Company shall provide the Seller with a written notice confirming that the Company is prepared, or will be prepared within thirty (30) days, to assume full responsibility for the Service (or requesting an extension of the term for that Service). Such notice (“Service Termination Notice”) shall set forth (i) the transition date, (ii) any tasks to be completed within the next thirty (30) days, and (iii) any information or assistance required from the Seller in order to effectuate the transition.
 - b. Upon receipt of the Service Termination Notice, the Parties will work together to complete testing of any systems or applications required to effectuate the transfer of the Service. The Seller will also provide the Company with information reasonably requested in connection with the transfer.
 - c. If it is determined during the thirty (30) day period that the Company is not fully prepared to assume responsibility for a particular Service, the Seller will continue to provide the Service until such time as the Company is fully prepared to assume responsibility, whereupon the Company will provide the Seller with another Service Termination Notice.
 - d. Approximately five (5) days prior to the anticipated transition date, the Company will confirm in writing that it is prepared to assume the applicable Service.
5. Continued Support. Notwithstanding the hand-off of a particular Service to the Company, the Seller will continue to provide support as needed for such Service for up to thirty (30) days following the hand-off to the Company.



Vegetation Management Program Overview

Introduction

Liberty Energy's overhead distribution lines occupy the eastern portions of Mono, Alpine, El Dorado, Placer, Nevada, Sierra, and Plumas Counties in Northern California. The majority of Liberty Energy's overhead high voltage power lines are located within the Lake Tahoe Basin.

Liberty Energy understands that trees and other vegetation contain value for both urban and forest ecosystem environments. However, vegetation management near power lines is necessary to maintain safety to the public, preserve natural resources, promote the quality and reliability of the electricity supply, and to ensure compliance with state laws. Vegetation management activities are necessary to protect the environment by ensuring that catastrophic fires are not caused by vegetation coming into contact with electrical equipment. Liberty Energy is committed to carrying out vegetation management in an environmentally responsible manner, while supporting the principles of ecologically sustainable development.

Objectives

The objective of the Vegetation Management program is to perform vegetation inspection and clearing using a cycle based approach in order to:

- Minimize danger to the public
- Improve system reliability by reducing vegetation related interruptions to the electricity supply
- Reduce the risk of fires caused by trees coming into contact with electricity wires
- Reduce the risk of vegetation causing damage to, or interfering with electrical systems.
- Comply with applicable state laws regarding vegetation encroaching into the electrical systems.

Safety

Liberty Energy is committed to providing safe working conditions and an injury-free environment for all employees. We strive to continue to explore ways to enhance our commitment to health & safety for both the employees and the community we serve. One of the biggest threats to safety near power lines is trees. The dangers include:

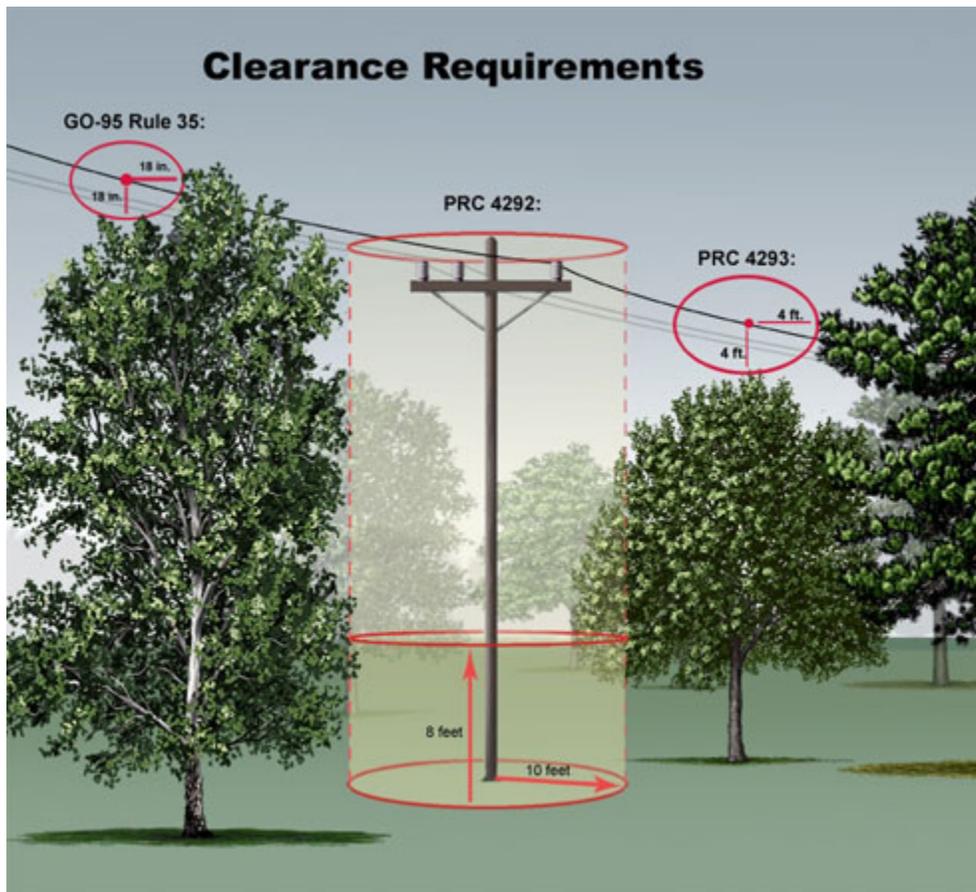
- Falling branches or trees bringing down live power lines
- Ignition of fires with subsequent damage to property, individuals and the environment
- Children climbing trees near power lines
- Vegetation encroaching into poles, which hinder access for necessary repairs and maintenance.
- Electric shocks from vegetation touching live power lines.

- Damage to property and people.
- Electric shocks to non-qualified personnel working within unsafe distances to energized conductors.

Vegetation near electrical utility equipment must be managed or serious consequences may result.

Liberty Energy’s Vegetation Management Safety Responsibilities

Liberty Energy is responsible for vegetation management activities along power line corridors to prevent trees from growing within minimum required distances, prevent trees or portions of trees from falling into energized high voltage equipment, and obtaining appropriate vegetation clearances around poles and other electrical hardware as required by state law.



Liberty Energy or qualified contractors monitor, inventory, and remove vegetation to ensure proper clearance requirements are met between utility hardware (energized

conductors, hardware, and poles). Liberty Energy will utilize a routine cycle pruning schedule to determine the need for vegetation management per electrical circuit.

The majority of the work performed to accomplish the vegetation management goals will be performed by contractors. Depending on the scope of the project, the personnel involved may have any one of the following certifications:

- Certified Arborists
- Certified Utility Specialists
- Certified Line Clearance Tree Workers
- California Licensed Timber Operators
- California Registered Professional Foresters
- Qualified Pesticide Applicator's License

Arborists or Foresters perform a visual pre-inspection of the vegetation near the electrical lines, hardware, and poles. During this pre-inspection the trees requiring pruning or removal are inventoried into a database, which work requests can be generated from. The pre-inspectors are responsible for notifying landowners of the proposed work and obtaining all applicable permits. Once the work is approved by Liberty Energy, it is then assigned to the Line Clearance Tree Contractor to perform the tree pruning and removal. This task requires the use of chainsaws, pole pruners, boom trucks, tree climbers, chippers, or cranes to ensure that work is completed to standard.

For pole clearance activities involving low growing vegetation, an inventory of the poles requiring management is provided to the pole grubbing contractor. These personnel utilize maps, rakes, weed-eaters, and appropriate herbicides to clear the vegetation to state mandated requirements to reduce the risk of wildfires due to equipment failures.

Emergency Vegetation Management

Trees and other vegetation may need to be controlled or removed under emergency conditions to maintain safety, restore the electricity supply, or prevent an electrical outage from occurring. Trees within this category will be evaluated on a case by case basis. Generally, emergency clearing is required due to the following circumstances:

- Tree failure onto the power lines due to weather events, such as wind, snow load, or excess soil saturation
- Natural disasters such as fire, flooding
- Trees or branches which have failed, but are resting upon other trees or branches

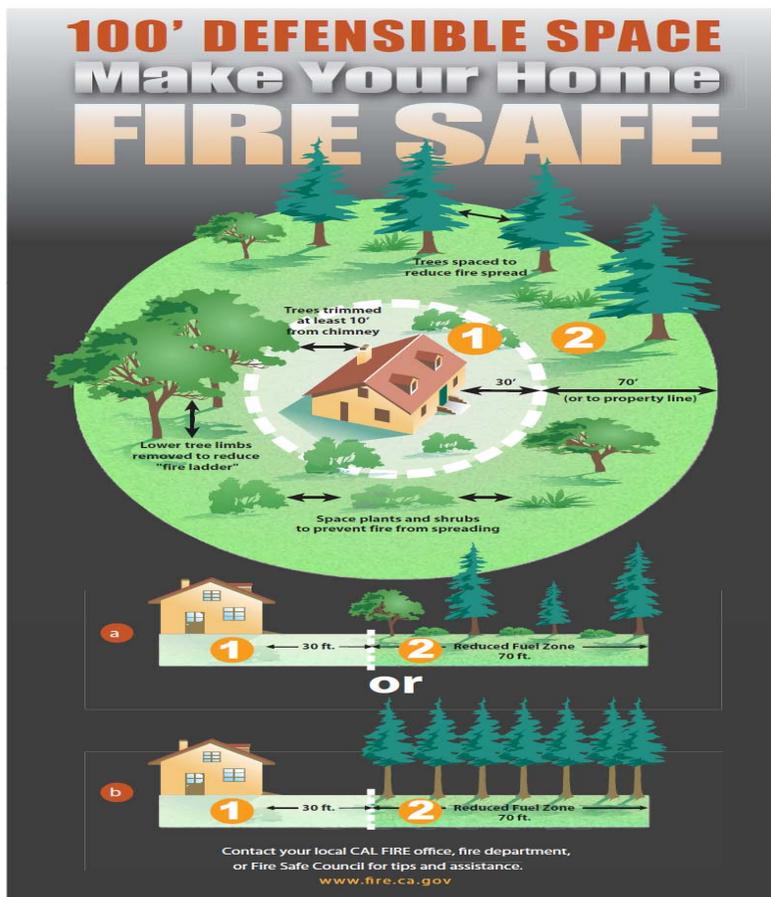
Should the above situations occur, the tree or portion of the tree causing the problem will be cleared to eliminate the hazard and restore the power supply to its customers. Clean-up or chipping of debris may not be performed. Proper arboricultural tree pruning practices may not be adhered to in an emergency situation. Landowner notification of tree work may not be accomplished.

Landowner/Occupier's Vegetation Management Responsibilities

In 2007 the Angora Fire, which occurred in the South Lake Tahoe Area prompted the re-evaluation of forest management and forest fuel reduction activities in the Lake Tahoe Basin. The Angora Fire started near North Upper Truckee Road subdivision near Angora Lakes, Fallen Leaf Lake, Echo Lake and South Lake Tahoe, California as a result of an illegal campfire. The fire burned 3,100 acres, destroyed 242 residences and 67 commercial structures, and damaged 35 other homes. At the peak, there were as many as 2,180 firefighters involved in battling the blaze. The fire cost \$11.7 million to fight. In response to this incident, CalFire began enforcing strict requirements on the compliance with their defensible space regulations. This law, titled Public Utilities Code 4291 is enforced throughout Liberty Energy's Service Territory.

Certain circumstances may occur where the management of vegetation near power lines is the responsibility of the landowner. These situations may include:

- Clearing for state required defensible space for landowners (PRC 4291)
- Forest fuel reduction or forest thinning
- Removal or trimming of trees near homes, where the vegetation management is to the benefit of the homeowner.



Why 100 Feet ?

Following these simple steps can dramatically increase the chance of your home surviving a wildfire!

A Defensible Space of 100 feet around your home is required by law.¹ The goal is to protect your home while providing a safe area for firefighters.

1 "Lean, Clean and Green Zone."

– Clearing an area of 30 feet immediately surrounding your home is critical. This area requires the greatest reduction in flammable vegetation.

2 "Reduced Fuel Zone."

– The fuel reduction zone in the remaining 70 feet (or to property line) will depend on the steepness of your property and the vegetation.

Spacing between plants improves the chance of stopping a wildfire before it destroys your home. You have two options in this area:

a Create horizontal and vertical spacing between plants. The amount of space will depend on how steep the slope is and the size of the plants.

b Large trees do not have to be cut and removed as long as all of the plants beneath them are removed. This eliminates a vertical "fire ladder."

When clearing vegetation, use care when operating equipment such as lawnmowers. One small spark may start a fire; a string trimmer is much safer.

Remove all build-up of needles and leaves from your roof and gutters. Keep tree limbs trimmed at least 10 feet from any chimneys and remove dead limbs that hang over your home or garage. The law also requires a screen over your chimney outlet of not more than ½ inch mesh.

1. These regulations affect most of the grass, brush, and timber-covered private lands in the State. Some fire department-jurisdictions may have additional requirements. Some activities may require permits for tree removal. Also, some activities may require special procedures for, 1) threatened and endangered species; 2) avoiding erosion, and 3) protection of water quality. Check with local officials if in doubt. Current regulations allow an insurance company to require additional clearance. The area to be treated does not extend beyond your property. The State Board of Forestry and Fire Protection has approved Guidelines to assist you in complying with the new law. Contact your local CAL FIRE office for more details.



July 2007

The minimum approach distance to energized equipment for non-qualified workers is 10 feet. According to OSHA 29 CFR 1910.269 and ANSI Z133.1 only workers recognized by Liberty Energy as qualified line clearance workers are permitted to work within 10 feet of energized conductors. Liberty Energy must be contacted if Minimum Approach Distance to energized equipment may be compromised. Minimum Approach Distances shall be applied not only to the person or body performing the work, but also to any conductive object that may pass with the distance such as tools, equipment, trees or limbs of trees. Non-qualified personnel should never perform tasks that involve working above energized lines or equipment.

Requests for vegetation clearing made by landowners for any of the above listed landowner responsibilities shall be inspected by Liberty Energy or its contractors to determine the best course of action required to eliminate the electrical hazard to non-qualified persons. A written request should be made by the landowner/authorized agent prior to inspection by utility personnel, who will determine the scope of work necessary to ensure safety for the community.

Planting Trees or Other Vegetation Near Utility Hardware

Landowner's should evaluate the potential for vegetation to encroach into electrical lines, poles, and pad mounted transformers prior to planting vegetation on their property. Trees with the characteristic potential of growing into or near electrical facilities that may compromise public safety will eventually require management. Liberty Energy does not promote or recommend the following:

- Planting trees directly below or adjacent to energized conductors that have the potential to reach heights greater than 15 feet at maturity.
- Planting trees, vines, or shrubs within 10 feet of any power poles containing protective devices (switches, transformers, fuses, reclosers, etc.)
- Planting trees, shrubs or vines near poles that may compromise the safety of utility workers who may climb poles or hinder access to poles for necessary repairs or maintenance.
- Planting of any vegetation that may hinder access to pad mounted transformers.

Liberty Energy currently does not participate in a tree replacement program to re-vegetate areas where trees are required to be removed near power lines. Homeowner's who wish to plant trees or other vegetation in Liberty Energy's rights-of way should contact the utility for planting recommendations.

Summary of Environmental Field Compliance Responsibilities

- Completing periodic visits to gas and electric operational facilities to evaluate compliance and provide assistance as needed with various environmental requirements. The frequency of the facility visits are determined based on the potential risk posed by the facility's operations and may range from monthly to semi-annual.
- Developing and maintaining Spill Prevention Controls and Countermeasures (SPCC) Plans for jurisdictional facilities.
- Providing assistance in the management of MGP and non-MGP sites where EnergyNorth or Granite State has been name potential responsible party.
- Developing and maintaining hazardous waste contingency plans for jurisdictional facilities.
- Maintaining key corporate environmental performance indicators summary for senior management.
- Managing Emergency Response actions required in response to releases of oil and/or hazardous materials. Such activities include ensuring regulatory notification is completed when needed, oversight of environmental consultants and contractors, and submittal of all reports needed to obtain closure.
- Developing and maintaining compliance manuals for operation of EnergyNorth and Granite State.
- Preparing environmental training materials and conducting in-person environmental training for specific individuals to maintain compliance with SPCC and Hazardous Waste/Universal Waste training requirements.
- Providing natural resource permitting services (typically management of qualified environmental consultants) for gas and/or electric construction and maintenance projects. Such services may include screening the project for potential environmental issues, identifying wetlands, obtaining environmental permits, and providing environmental oversight of construction activities.
- Developing waste profiles, qualifying vendors, and completing required reports for waste management activities.
- Maintaining Small Quantity Generator certifications, and ensuring compliance with NH DES hazardous waste training requirements.
- Manage and maintain compliance with NH DES air permits.

- Annually calculating total emissions and completing the required regulatory reporting.
- Assisting operations in complying with newly enacted EPA RICE NESHAP regulations under Subpart ZZZZ.
- Completing required environmental regulatory reporting such as: Tier 2 Emergency Planning and Community Right-to-Know, and PCB Annual Disposal Log for any PCB electrical equipment disposal.
- Compiling greenhouse gas data for reporting under EPA reporting rule 40 CFR 98.

		Page 1 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 1 of 10

Injury and Illness Prevention Program

Purpose

Liberty Energy, California Pacific Electric Company, referred to as CalPECo or the Company throughout this policy, is committed to providing employees with a safe injury-free work environment. CalPECo's goal is to eliminate all incidents, injuries and potential hazards that threaten our employees' well-being. CalPECo values each employee and their contribution to the organization which may be diminished by accidents, injury or illness. For this reason, CalPECo is committed to the health & safety and incident prevention procedures and guidelines documented within this program for the prevention of incidents; however, this program can only be successful with the full support and active participation of the employees.

This program identifies methods, procedures and responsibilities for creating and maintaining a safe and injury-free work environment and minimizing work hazards. The programs have been formulated to ensure safe and responsible operations in compliance with Company and federal and state regulatory requirements. The Program is intended to meet the requirements of the California Code of Regulations, Title 8, Section 3203 of the General Industry Safety Orders for an Injury and Illness Prevention Program.

At CalPECo, Safety must always come FIRST! – there is NO job more important.

Scope

Every employee of the company shall comply with the health and safety rules and procedures under all circumstances. The rules and procedures represent the minimum safety requirements and the employees and supervisors will have to work together to cover conditions not covered in this program in order to prevent incidents and eliminate hazards.

The Company may from time to time issue additional health and safety guidelines, procedures and information through operating instructions, workplace bulletins, letters and emails. Such correspondence shall be made available by supervisors to affected employees and shall be used to supplement this Policy.

		Page 2 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
GENERAL POLICY		Proc. #:	8800-100-300-002	
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 2 of 10

Responsibilities

1) Employee

Each employee shall:

- Assume primary responsibility for personal safety as well as overall work place safety.
- Follow all health and safety requirements and perform work safely.
- Assist the Company in maintaining a safe and injury-free work environment.
- Do everything possible to prevent injury to the employee or others and prevent damage to property and equipment; horseplay will not be tolerated.
- Immediately report accidents, injuries and other incidents to a Supervisor; regardless of how minor.
- Promptly mitigate, correct or report hazards that may present a threat to the employee or others.
- Become familiar with emergency procedures, first aid principles and locations of emergency equipment at the job site.
- Thoroughly understand the work to be performed, the health and safety guidelines that apply and be satisfied that work can be performed safely by the employee prior to starting a job.
- Use only tools, equipment and materials for the purpose for which they are designed.
- Not attempt to perform a rescue of another person if such attempt places the rescuing employee in imminent danger; employees performing rescues must have proper training and equipment for rescue to be performed.

2) Supervisor

Each supervisor shall:

- Lead by example, putting health and safety first and reinforcing safe work practices, procedures and communicating health and safety requirements with employees.
- Implement this Injury and Illness Prevention Program in the workplace.
- Ensure that all employees receive documented training related to this program and safe work practices specific to their job; provide periodic safety meetings and opportunities for training.
- Ensure that employees implement and comply with the health and safety requirements; and that those who fail to comply are either retrained or disciplined.
- Require employees to report all accidents, injuries and incidents immediately; ensure injured employees receive immediate first-aid or medical care.

		Page 3 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 3 of 10

- Provide appropriate resources, tools, equipment, safety devices and personal protective equipment for employees to complete work safely and meet safety requirements; ensure proper use.
- Supervisors shall ensure compliance on the job with all regulations not covered within this program.
- Investigate and document all accidents, injuries and incidents and implement timely corrective action to prevent recurrence and/or eliminate unsafe conditions.
- Constantly screen work practices and conditions for health and safety concerns; take corrective actions.
- Perform job hazard assessments and evaluate health and safety concerns raised by employees; act to mitigate hazards, modify work practices or curtail work.
- Conduct work place and operations inspections; identify areas requiring improvements and ensure corrective actions are taken; document inspections, findings and results.
- Be knowledgeable in first-aid principles and ensure that proper first-aid equipment is available at job sites.

3) Environmental, Health and Safety

Environmental, Health and Safety (EHS) shall:

- Develop and update health and safety requirements consistent with changing work environments and new regulatory requirements. Provide or assist in training.
- Assist operations with health and safety and reviews and assessments to ensure a safe and injury-free work environment.
- Develop, update and conduct health and safety training; maintain training materials, training records and make them available to all employees.
- Conduct health and safety inspections, implement solutions and mitigation measures, document and communicate back to supervisors/employees.
- Review new substances, materials, equipment, work procedures to ensure employee safety; develop safe use requirements.
- Maintain records, classify and report occupational injuries and illnesses; identify trends and recommend, develop, monitor and implement corrective actions.
- Assist supervisors with investigations of accidents, injuries and incidents; recommend, develop and implement corrective measures.
- Provide orientation training for new hires, job specific training for newly transferred employees and refresher training for employees requiring retraining.
- Maintain Material Safety Data Sheets (MSDS) for products used by CalPECo; ensure sheets are available to all employees.
- Maintain and monitor all health and safety reports and records.

		Page 4 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 4 of 10

- Administer Safety Recognition Programs in conjunction with management.

4) Joint Health and Safety Committee

CalPECo shall form a Joint Health and Safety Committee in conformance with the current Collective Bargaining Agreement which shall be made up of at least 4 employees from diverse areas of the company who are familiar with a variety of safety processes and procedures related CalPECo work including one representative from the Environmental, Health and Safety Department. Equal representation from management and workers shall make up the committee.

The Joint Health and Safety Committee shall:

- Perform as a group, quarterly health and safety inspections of CalPECo facilities, equipment, work practices and operations with a goal to inspect all within a year period.
- Hold quarterly Joint Health and Safety Committee meetings to conduct Committee business and make minutes of such meetings available to all employees.
- Report inspection findings in writing to Environmental, Health and Safety; include identification of items not in conformance with safety requirements, recommendations for health and safety improvements or corrections as well as provide suggestions for health and safety related training.
- Review safety complaints from employees; assist in investigating and developing solutions.
- Provide recommendations for health and safety training and assist in training by conducting safety meetings and training classes.
- Report to employees regarding Health and Safety Committee activities.
- Assist as requested with other health and safety related matters.

Communication

Communications regarding health and safety are necessarily a two way dialogue between the employees and the Company. The Company is relying on employees to identify working conditions, procedures, operational practices and physical hazards that need reviewed and evaluated for health and safety considerations. New employees will receive an orientation including education on Company health and safety policies and procedures, including employee responsibilities for safety. The Company will have a Joint Health and Safety Committee to assist in communication efforts and to assist in identifying health and safety issues. Supervisors as well as EHS will have an open door policy for employees with concerns to bring them forward. Employees are encouraged to discuss concerns in their preferred format and forum; this may include anonymous reports

		Page 5 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 5 of 10

of hazards via near miss reporting or other anonymous communications. The Company, through its leaders, is committed to communicate findings and corrective measures, if any, back to employees.

The Company will make best efforts to keep health and safety in the forefront of employees work through a variety of media and communication techniques. The Company may from time to time issue Health and Safety Directives, Safety Bulletins, updated Policies, guidelines and procedures as well as general health and safety information to be used by employees in maintaining a safe and healthful work environment. The Company will ensure health and safety materials are properly distributed and posted for employees ease of access. Health and safety training will be ongoing and employees may be asked to participate by providing training for fellow employees. The Company will provide communications regarding the outcomes of hazard assessments and accident, injury and incident investigations for the purpose of maintaining a safe and injury-free work environment. The Company will also communicate plans for hazard mitigation and safety upgrades along with expected schedules.

The Company has developed and will make available to all employees the **Handbook of Safety Practices** which has detailed information regarding safety requirements for various work processes, procedures and operations. Employees are responsible for working within the safety practices identified in the Handbook. Safety requirements for matters not covered within the Handbook, require employees verify appropriate safety measures with supervision.

Recognition, Rewards and Consequences

The Company approach for managing safety related behaviors includes the use of recognition, rewards and consequences. The Company strives to consistently enforce of safety rules, regulations, policies and procedures and to consistently provide recognition and rewards. CalPECo's policy is to recognize and/or reward behaviors that produce a safer workplace and to discipline behaviors that contradict safe work practices. CalPECo will communicate and train employees and contractors regarding desired safety behaviors and attitudes.

Working safely is everyone’s responsibility and a condition of employment at CalPECo; working safely will only be rewarded or recognized when employees’ behaviors go above and beyond with active safety participation and involvement that improves workplace safety. CalPECo provides a multi-tiered recognition program that includes recognition for behaviors or actions that lead to significant improvement or prevention of accidents and also recognition for actions or behaviors that exceed the norm and facilitate improvements in safety. In addition, employees may receive awards for above and beyond safety performance while working in the field.

		Page 6 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 6 of 10

Environmental, Health and Safety will investigate all safety incidents to determine root cause and contributing factors, to evaluate an employee's involvement in safety practice violations and to establish corrective actions. Life endangering safety violations will result in immediate termination; other violations will subject the employee to progressive discipline appropriate for the infraction.

Through the implementation of both rewards and consequences, CalPECo will direct employee behaviors and actions to align with Company safety expectations.

Training

CalPECo's health and safety training program is intended to develop a safety-first work ethic in all employees. The program focuses on training employees in safe work practices, identifying potential hazards and mitigating or reporting hazards.

- A. The Company shall annually provide training regarding the provisions of the Injury and Illness Prevention Program; training shall also be provided to new employees in orientation.
- B. The Company shall provide on-the-job training and instruction related to safe work methods and job specific safety requirements.
- C. New and transferred employees shall receive documented health and safety orientation including training on job hazard identification, safety guidelines and job specific safety requirements.
- D. Employees shall be instructed on hazard recognition, safety precautions and mitigation measures whenever a new or previously unrecognized hazard is identified.
- E. Employees shall receive training prior to performing work, especially non-routine tasks, for which health and safety procedures are required; employees will be evaluated for competency related to the materials covered.
- F. Employees shall receive training when new technology, new equipment or new procedures are introduced into the workplace.
- G. Employees shall be provided refresher training and supplemental training for jobs they will perform; training shall be validated through examination.
- H. Employees who have demonstrated a deficiency in health and safety performance will receive additional training and may be required to attend outside courses at the employee's expense and during off- hours.
- I. Training shall be conducted using a variety of methods including Tailgate Meetings, safety meetings, safety classes, videos, computer-based learning and other means that the Company may determine to be effective.

		Page 7 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 7 of 10

- J. Tailgate Meetings shall be held at the start of every job; all workers on the job shall attend.
- K. Health and Safety Meeting shall be scheduled at regular intervals and cover relevant topics; including the use of personal protective equipment in the workplace.
- L. Training shall be documented including a summary of subjects covered, time, date, location, and attendance shall be recorded. Training records will be retained as Company records by the Environmental, Health and Safety Department.

Health and Safety Inspections

Periodic inspections of the work-place, operations and work practices are an essential element of the CalPECo Injury and Illness Prevention Program. Inspections provide a means for supervisors to monitor work for the purpose of identifying and correcting unsafe conditions and procedures. Inspections will be conducted and documented to ensure a safe and healthful work environment.

- A. Inspections shall verify that employees are trained to do their assigned job, follow operating procedures and utilize appropriate personal protective equipment.
- B. Inspections shall identify hazards and cause them to be corrected.
- C. Inspections shall validate operating procedures and work practices to ensure appropriate safety measures are utilized and that regulatory requirements are complied with.
- D. Inspection findings and corrective actions taken shall be documented and become Company records.
- E. Inspections of processes, procedure, equipment and employee behaviors shall be made to assist in refinement of health and safety programs and employee training.
- F. The Joint Health and Safety Committee shall perform quarterly inspections and will deliver a written report to Environmental, Health and Safety including the findings and recommendations for safety improvements and training.
- G. Inspections may be triggered when new or previously unidentified hazards are recognized or when new substances, processes, procedures or equipment are introduced which present potential new hazards in the workplace.
- H. Inspections may be triggered by occupational injuries or illnesses in order to correct hazards and prevent recurrence.
- I. Inspections may be performed when a hazard evaluation has not previously been conducted.
- J. Inspections may be performed whenever workplace conditions warrant or indicate a need for inspection.

		Page 8 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 8 of 10

Reporting and Eliminating Hazards

CalPECO is committed to providing a safe and injury-free work environment for all employees, to ensuring the safety of others, and also to eliminating costly property and equipment damage. To this end it is the responsibility of every CalPECO employee to participate and assist the Company in achieving a workplace free of hazards.

- A. Employees shall promptly report any hazardous condition that has the potential to cause injury, property damage or service interference to a supervisor. When possible, the employee shall secure the area or provide protection until the hazard can be corrected. Supervisors shall document the hazard, develop and implement mitigation actions and communicate results to the employees.
- B. Employees who receive a report of a hazardous condition shall take immediate action to correct or mitigate the hazard and/or report it to a supervisor; when possible the employee shall take the informant’s name and contact information as well as the exact location and nature of the hazard.
- C. Inspections of processes, procedure, equipment and employee behaviors will be made to assist in identifying work place hazards. Inspections shall be documented and mitigation measures developed, implemented and communicated with employees.
- D. When indicated, environmental studies for noise, air quality, ventilation, toxic materials, temperature and other health concerns shall be conducted; results will be reviewed and any necessary modifications, mitigations and corrections will be implemented and communicated with employees.
- E. New processes, procedures, equipment and materials shall be reviewed for health and safety considerations prior to use; protective measures and practices shall be implemented and employee training will be conducted prior to work.

Reporting and Investigating Accidents, Injuries and Incidents

Employees shall be responsible for reporting **ALL** work-related accidents, injuries and incidents, regardless of severity, immediately to a supervisor and/or Environmental, Health and Safety Department. Failure to report will result in disciplinary action up to and including termination. Reporting as required will ensure that employees receive proper medical attention for injuries or illness; and will preserve Workers Compensation Benefits if applicable. In addition, proper reporting will alert the Company to evaluate potential hazards and correct them as appropriate in order to eliminate future occurrences. Incidents requiring reporting include “near misses” or other activities that have the potential to contribute to accidents, injury or health concerns.

- A. Employees shall immediately report **ALL** work-related accidents, injuries and incidents to a supervisor and notify Environmental, Health and Safety.
- B. Employees trained in first aid and CPR shall render aid to the injured employee as necessary at the scene.

		Page 9 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 9 of 10

- C. Transportation of an injured or ill employee with non-life threatening conditions shall be to a local hospital or clinic by company vehicle, or as may be otherwise appropriate.
- D. Transportation of an injured or ill employee with life threatening conditions shall be made by ambulance (ground or air) to the nearest hospital emergency room equipped to handle the condition.
- E. Accident and incident scenes shall not be altered in any way, other than to prevent further damage or injury, until an investigation has been completed; scenes shall be secured to the greatest extent possible using barriers.
- F. Supervisors shall conduct, or cause to be conducted, an investigation of every accident, injury or incident including determination of contributing factors, root cause, and corrective actions necessary to eliminate the cause; Supervisors will ensure proper documentation of the investigation including findings and follow-up corrective actions; Supervisors will ensure corrective measures are implemented.
- G. When a major incident occurs, requiring hospitalization of multiple employees, or a fatality, or lost time or as otherwise agreed to, a formal Joint Investigating Committee including but not limited to: a member from EHS, the responsible supervisor/manager and at least one IBEW representative will be appointed by the Company and IBEW to jointly investigate the incident. Only employees who have received formal accident investigation training shall be selected for the Committee. A final report shall be written, signed by all Committee members and filed with Environmental, Health and Safety.
- H. Environmental, Health and Safety shall notify Cal-OSHA and the California Public Utilities Commission of any incident resulting in fatality or "serious" occupational injuries or illness. or in multiple employee hospitalizations. A serious injury or illness is defined as that which (1) results in death (2) requires hospitalization for more than 24 hours for other than medical observation (3) involves the "loss of any member of the body" or (4) results in permanent disfigurement.
- I. The Joint Health and Safety Committee shall review investigation reports and make recommendations for health and safety improvements or corrections, as well as provide suggestions for health and safety related training to prevent recurrence.
- J. Accidents involving the Company which result in injury to non-employees or property damage to the property of others, shall be reported immediately to a supervisor and Environmental, Health and Safety Department by the first employee having knowledge of the accident. Supervisors shall follow-up on all reports and involve the appropriate Company representatives; Accident reports shall be documented for damages, cause and corrective actions.

Health and Safety Regulatory Requirements

Upon employment and annually thereafter, employees shall be advised of the following:

- The existence, location and availability of their exposure and medical records;
- The person or department responsible for maintaining the records and providing access to the record;
- The employee's rights to access and distribute informational materials

		Page 10 of 10 933 Eloise Avenue South Lake Tahoe, California 96150 530-541-1949		
		GENERAL POLICY		Proc. #: 8800-100-300-002
Description:	Injury and Illness Prevention Program	Revision #:	0	Page: 10 of 10

The Company will develop Employee Emergency Plans and Fire Preventions Plans. The Company will designate and train a sufficient number of employees to assist in safe evacuations; the Company will review plans and hazards with all affected employees including the portion of the plan which employees must know in order to protect oneself in the event of an emergency; the Company will train employees initially and retrain when responsibilities and actions change or when plan(s) are modified.

In addition to Company Health and Safety Guidelines, employees may be subject to other regulations imposed on work by governmental or regulatory agencies. Supervisors shall ensure compliance on the job with all regulations not covered within this program. If conflict arises between this program and regulatory requirements then the most stringent application shall be utilized.

Safety & Health Documentation and Record Keeping

Keeping accurate records of accidents, work-related injuries, illnesses and property losses enables CalPECo to learn from past experience to identify causes and correct procedures for future operations to prevent recurrence.

CalPECo will maintain records of all incidents relating to workplace health and safety including records of reportable injuries, illnesses and fatalities that are work related or are new cases. Each incident recorded will be reported and annually the record will be certified. Each incident will be investigated and the findings, causes, corrective actions and results will be documented in the file. Injury and illness records will be utilized to evaluate the success of CalPECo's health and safety activities by assessing the levels of accidents or illnesses each year. CalPECo will review records to identify patterns, hazardous work areas, unsafe actions and procedures that require corrective actions and will be reported to senior management on a regular basis. All records associated with accident and illness reporting will be maintained in the Company files for a period of at least five years.

CalPECo may also need to maintain records related to employee exposures to toxic substances or hazardous exposures including but not limited to the sources, physical examination reports, and other pertinent information. Such records will be maintained in a file separate from the personnel file.

CalPECo will maintain records demonstrating steps taken to sustain the Injury and Illness Prevention Program. Records will include reports of all safety inspections, hazard mitigation assessments and work practice evaluations. The reports will discuss the conditions identified and the actions taken to correct deficiencies. Documentation of health and safety training will be maintained for each employee including training dates, topics and types of training and identification of the trainer. Training records will also include job specific training, refresher training, orientation training and outside classes and workshops attended.

Summary of Health and Safety Field Compliance Responsibilities

- Completing periodic visits to gas and electric operational facilities to evaluate compliance with various health and safety requirements. The frequency of the facility visits are determined based on the potential risk posed by the facility's operations and may range from monthly to semi-annual.
- Delivering and assisting in employee safety training programs.
 - Programs will include, but not limited to:
 - Electrical Safety
 - Logout/Tagout Programs
 - Grounding techniques
 - Confined Space
 - Blood Borne Pathogens
 - First Aid/CPR
 - Personal Protective Equipment
 - Fall Protection
 - Ladder Safety
 - Hearing Conservation
 - Respiratory Protection
 - Hazardous Communication
 - Accident Reporting/Investigation
 - Near Miss Reporting
 - Vehicle Safety
 - Scaffolding
 - Aerial Buckets
 - Rescue Operations – Bucket/Manhole
 - Cranes/Hoisting
 - Trenching/Digging
 - Tree trimming/Cutting
 - Vegetation Management/Spraying
 - Welding, Cutting Heating
 - Fire Protection
- Supporting line management in the implementation of health and safety programs and initiatives aimed at incident prevention and performance improvements.
- Maintaining facility emergency evacuation plans.
- Monitoring and trending health and safety performance in the field through safety observations. Respond to incidents and assist line management with Incident Analysis/investigations.
- Participating on local Joint Health and Safety Committee.
- Providing industrial hygiene services as required.

- Leading and supporting the line management in addressing emerging issues such as Process Safety, safe driving and contractor safety.
- Developing a means to engage the workforce in safety improvement efforts such as safety leadership days and electronic communications.
- Manage the health and safety rewards and recognition program
- Oversight and management of the company's workers compensation programs.
- Developing and implementing strategy for return to work and restricted duty programs.
- Directing/assisting the work activities of contract physicians and case managers and occupational health vendors

The Account Screen is made up of a service location, billing customer, and a service connection. Cogsdale can track almost unlimited attributes of each.

The transactions tab shows all of the documents related to the service location and billing customer combination.

The screenshot shows the 'Account' window for 'SHAWN B 22 TEST BELLA VISTA 2/21/2011'. The interface includes a menu bar (File, Edit, Tools, Additional, Help), a toolbar with actions like Save, Clear, Delete, Next ID, Redisplay, and Write Letters, and a search field. The account details are as follows:

- Location:** 8600400005, 1234 Service Address DR LITCHFIELD PARK A
- Location Class:** RESIDENTIAL, **Zone:** Litchfield Park
- Customer:** 530646 - Number 1 Customer
- Mailing Address:** PO BOX 1234 LITCHFIELD PARK AZ USA 85340-1273
- Credit Rating:** LPSCO-D

Financial summary:

- Past Due: US\$46.59
- Current: US\$0.00
- Unposted: US\$51.49
- Account Balance: US\$98.08
- Last Payment: 12/15/2010, US\$4.92
- Deposits: US\$0.00

The **Transactions** tab is active, displaying a table with columns: Date, Due Date, Outstanding, Document, Amount, Service Type, and Description. The table contains 12 rows of transaction data:

Date	Due Date	Outstanding	Document	Amount	Service Type	Description
2/28/2011	3/22/2011	US\$51.49	BILL00001140643	\$51.49		
1/10/2011			READ00000539525	7.00	WATER	Actual
12/29/2010	1/14/2011	US\$46.59	BILL00001124877	\$46.59		
12/15/2010			PYMT00000462319	(US\$4.92)		Check
12/8/2010			READ00000522218	7.00	WATER	Actual
11/16/2010	12/10/2010		BILL00001068956	\$39.33		
11/8/2010			READ00000504882	3.00	WATER	Actual
10/29/2010			PYMT00000428877	(US\$73.74)		Credit Card
10/18/2010	11/10/2010		BILL00001030075	\$39.33		
10/15/2010	11/10/2010		PNLT00000054517	\$0.51		LF WATER
10/13/2010			READ00000487050	1.00	WATER	Actual
10/8/2010			PYMT00000428368	(US\$33.90)		Check
9/30/2010			READ00000477240	2.00	WATER	Actual

On the right side, there are filters for 'Meter Reading', 'Misc Charge', 'Payment', 'Penalty', 'Bill', and 'Cheque'. A list of checkboxes includes: Unposted, Open, History, Void, CSM, and Local Government. At the bottom, a breadcrumb trail shows: 8600400005 -> 1234 Service Address DR LITCHFIELD PARK AZ 85340 -> Number 1 Customer.

The services tab shows information about the service connection. By clicking on the connection it will open the connection screen that will show all the attributes of the connection. Example might be the latitude and longitude of the meter.

The screenshot shows the 'Account' window for customer 8600400005. The interface includes a menu bar (File, Edit, Tools, Additional, Help), a toolbar with actions like Save, Clear, Delete, and Redisplay, and a status bar at the bottom. The main area is divided into several sections:

- Location:** 8600400005, 1234 Service Address DR LITCHFIELD PARK A
- Location Class:** RESIDENTIAL, **Zone:** Litchfield Park
- Customer:** 530646 - Number 1 Customer
- Mailing Address:** PO BOX 1234 LITCHFIELD PARK AZ USA 85340-1273
- Credit Rating:** LPSCD-D
- Financial Summary:**
 - Past Due: US\$46.59
 - Current: US\$0.00
 - Unposted: US\$51.49
 - Account Balance: US\$98.08
 - Last Payment: 12/15/2010, US\$4.92
 - Deposits: US\$0.00
- Services Table:**

Service	Meter	Rate	Multiplier	Route	Sequence	Connected	Disconnected	Status
1 WATER	66225556	WR 3/4	1000.0...	101	2180	9/4/2010		Active
2 SEWER		SR 22	0.01000	101		9/4/2010		Active
Service Connection(s)								
- Equipment Table:**

Equipment	Equipment Type	Connected	Disconnected	Service Category	Base Meter	Model	Serial Number

Navigation buttons at the bottom include arrows and a dropdown menu showing the current account path: 8600400005 -> 1234 Service Address DR LITCHFIELD PARK AZ 85340 -> Number 1 Customer.

The other tabs help the customer service agents answer customer questions about work orders, bills and usage patterns.

Work orders

The screenshot shows a web-based account management interface for a utility company. The window title is "Account". The top navigation bar includes "File", "Edit", "Tools", "Additional", and "Help". The user is logged in as "SHAWN B 22 TEST BELLA VISTA" on "2/21/2011". The main interface is divided into several sections:

- Account Information:**
 - Location:** 8600400005, 1234 Service Address DR LITCHFIELD PARK A
 - Location Class:** RESIDENTIAL, **Zone:** Litchfield Park
 - Customer:** 530646 - Number 1 Customer
 - Mailing Address:** PO BOX 1234 LITCHFIELD PARK AZ USA 85340-1273
 - Credit Rating:** LPSCO-D
- Financial Summary:**
 - Past Due: US\$46.59
 - Current: US\$0.00
 - Unposted: US\$51.49
 - Account Balance: US\$98.08
 - Last Payment: 12/15/2010, US\$4.92
 - Deposits: US\$0.00
- Navigation Tabs:** Transactions, Consumption Analysis, Statements, Services, Other (selected).
- Other Section:**
 - Service Orders (Other Customers):
 - SORD00000045288 Disconnect SO generated from collections process 7/30/2009
 - SORD00000049251 VERIFY SRVC IS STILL OFF & LOCKED 8/25/2009
 - SORD00000056395 MOVE IN MORALES 10/19/2009
 - SORD00000056795 10/20/2009
 - SORD00000065141 MOVE IN MR VACANT 12/18/2009
 - SORD00000092633 7/7/2010
 - SORD00000092635 MOVE IN PARAMOUNT ASSET GROUP 7/9/2010
 - SORD00000093888 7/14/2010
 - SORD00000100372 MOVE IN FORSTNER 9/3/2010
 - Service Orders:
 - SORD00000103865 TURN WATER OFF FOR REPAIRS 9/30/2010
- Footer:** 8600400005 -> 1234 Service Address DR LITCHFIELD PARK AZ 85340 -> Number 1 Customer

Bills

Customer service agents can reprint bill

The screenshot shows a software window titled "Account" with a menu bar (File, Edit, Tools, Additional, Help) and a toolbar (Save, Clear, Delete, Next ID, Redisplay, Write Letters). The account information includes:

- Location:** 8600400005, 1234 Service Address DR LITCHFIELD PARK A
- Location Class:** RESIDENTIAL, **Zone:** Litchfield Park
- Customer:** 530646 - Number 1 Customer
- Mailing Address:** PO BOX 1234 LITCHFIELD PARK AZ USA 85340-1273
- Credit Rating:** LPSCD-D

Financial summary table:

Past Due	US\$46.59
Current	US\$0.00
Unposted	US\$51.49
Account Balance	US\$98.08
Last Payment	12/15/2010 US\$4.92
Deposits	US\$0.00

Navigation tabs: Transactions, Consumption Analysis, **Statements**, Services, Other. A "Refresh" button is present next to the Statements tab.

Statements List:

- 446045 (\$46.59 - 12/29/2010)
 - BILL00001124877 (US\$46.59 - 12/29/2010)
 - PYMT00000462319 (US\$4.92 - 12/15/2010)
- 421664 (\$4.92 - 11/16/2010)
 - BILL00001068956 (US\$39.33 - 11/16/2010)
 - PNLT00000054517 (US\$0.51 - 10/15/2010)
 - PYMT00000428368 (US\$33.90 - 10/8/2010)
 - PYMT00000428877 (US\$73.74 - 10/29/2010)
- 405698 (\$73.74 - 10/18/2010)
 - BILL00001030075 (US\$39.33 - 10/18/2010)
 - PNLT00000054517 (US\$0.51 - 10/15/2010)
- 389728 (\$33.90 - 9/20/2010)
 - BILL00000998661 (US\$11.84 - 9/20/2010)
 - MISC00000043057 (US\$22.06 - 8/31/2010)

Bottom status bar: 8600400005 -> 1234 Service Address DR LITCHFIELD PARK AZ 85340 -> Number 1 Customer

Usage patterns

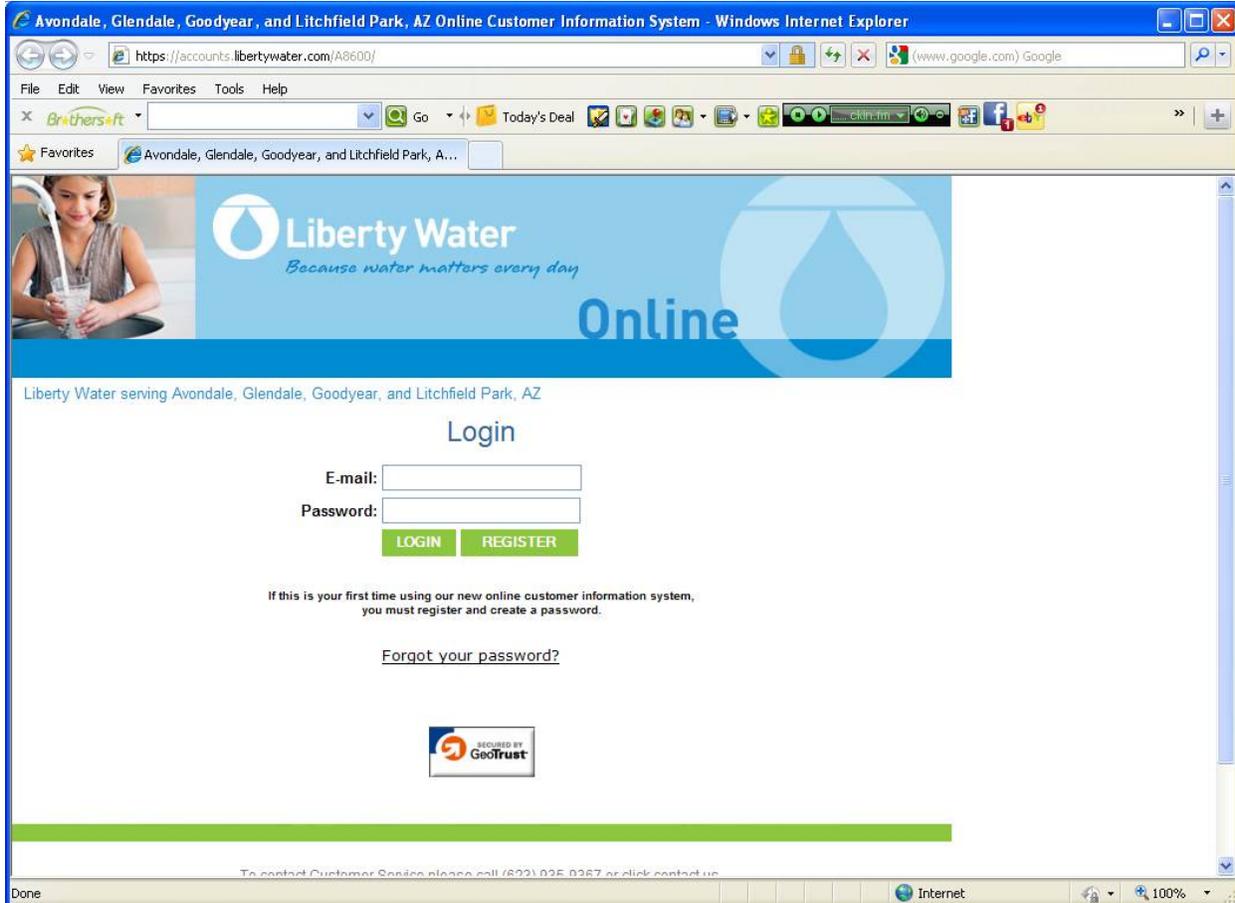
The screenshot displays a software window titled "Account" with a menu bar (File, Edit, Tools, Additional, Help) and a toolbar. The main area is divided into several sections:

- Account Information:**
 - Location: 8600400005
 - Location Class: RESIDENTIAL
 - Customer: 530646 - Number 1 Customer
 - Mailing Address: PO BOX 1234 LITCHFIELD PARK AZ USA 85340-1273
 - Credit Rating: LPSCD-D
 - Zone: Litchfield Park
- Financial Summary:**
 - Past Due: US\$46.59
 - Current: US\$0.00
 - Unposted: US\$51.49
 - Account Balance: US\$98.08
 - Last Payment: 12/15/2010 US\$4.92
 - Deposits: US\$0.00
- Consumption Analysis Table:**

Date	Service Type	Reading	Reading Type	Meter	Days	Consumption	Total	Units/Day	\$/Day
1/10/2011	WATER	372.00	Actual	66225556	33	7000.00	\$16.64	212.12	\$0.50
12/8/2010	WATER	365.00	Actual	66225556	30	7000.00	\$15.68	233.33	\$0.52
11/8/2010	WATER	358.00	Actual	66225556	26	3000.00	\$10.93	115.38	\$0.42
10/13/2010	WATER	355.00	Actual	66225556	13	1000.00	\$10.93	76.92	\$0.32
9/30/2010	WATER	354.00	Actual	66225556	21	2000.00	\$10.93	95.24	\$0.52
9/9/2010	WATER	352.00	Actual	66225556	6	0.00	\$1.66	0.00	\$0.28

At the bottom of the window, a status bar shows the path: 8600400005 -> 1234 Service Address DR LITCHFIELD PARK AZ 85340 -> Number 1 Customer.

Almost all of this information that is available on the account screen is available to customers online through a customer web portal.



Billing home Tab

This screen the customer can see all of their locations and balances for each location. By clicking on more info they can see the details that make up the balance and can pay their balance.

The screenshot shows a web browser window displaying the Liberty Water online customer portal. The page includes a navigation menu, customer information, and tables for active and inactive service locations.

Liberty Water
Because water matters every day
Online

[Billing Home](#) | [Electronic Billing](#) | [Service Request](#) | [View Service Requests](#) | [View Statements](#) | [Update Password](#) | [Logout](#) | [Contact Us](#)

Customer Name: Number 1 Customer
Customer Number: 530648
Mailing Address: PO BOX 1234, LITCHFIELD PARK, AZ

Active Locations

	Location ID	Service Address	Last Statement Amount	Payments Since Last Statement	Balance
More Info	8600400005	1234 Service Address DR	46.50	0.00	46.50
Total:					46.50

Inactive Locations

	Location ID	Service Address	Moved Out	Balance
More Info	8600400064	220 W MAYA DR	10/1/2010	0.00

[SUBMIT PAYMENT](#)

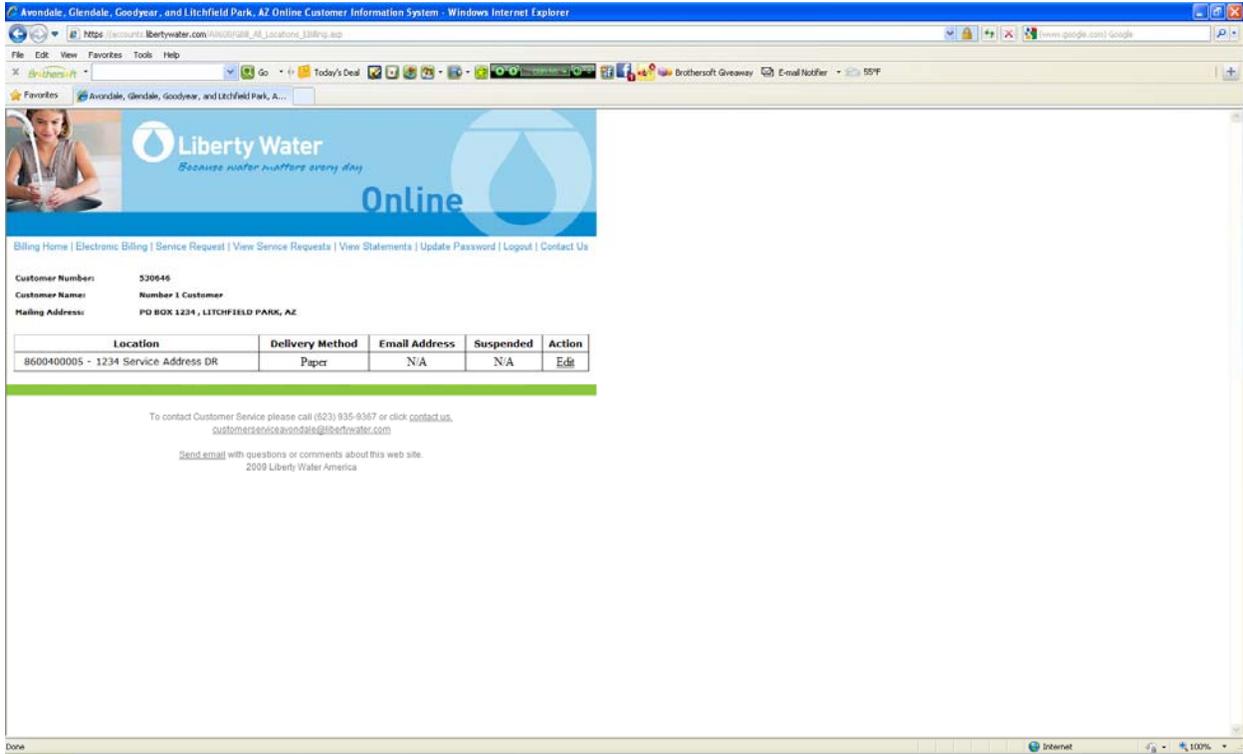
To pay a statement for an individual service address, click the "More Info" link for that service address.

To contact Customer Service please call (623) 935-9367 or click [contact us](#),
customerserviceavondale@libertywater.com

[Send email](#) with questions or comments about this web site.
 2009 Liberty Water America

Electronic Billing tab

This screen customers can elect to receive their bill via email.



View Statements tab

This screen customers can see their current and historic bills by clicking on view/print.

The screenshot shows a web browser window displaying the Liberty Water online customer information system. The page header includes the Liberty Water logo and the slogan "Because water matters every day". Below the header, there are navigation links: "Billing Home", "Electronic Billing", "Service Request", "View Service Requests", "View Statements", "Update Password", "Logout", and "Contact Us".

Customer information is displayed as follows:

- Customer Number: 530546
- Customer Name: Number 1 Customer
- Mailing Address: PO BOX 1234, LITCHFIELD PARK, AZ

A table of bills is shown with the following columns: Location, Date, Amount, and Action. Each row includes a "View Print" link.

Location	Date	Amount	Action
8600400005 - 1234 Service Address DR	2/16/2011	\$46.50	View Print
8600400005 - 1234 Service Address DR	1/20/2011	\$51.49	View Print
8600400005 - 1234 Service Address DR	12/29/2010	\$46.59	View Print
8600400005 - 1234 Service Address DR	11/16/2010	\$4.92	View Print
8600400005 - 1234 Service Address DR	10/18/2010	\$73.74	View Print
8600400005 - 1234 Service Address DR	9/20/2010	\$33.90	View Print
8600400064 - 220 W MAYA DR	10/5/2010	\$0.00	View Print
8600400064 - 220 W MAYA DR	9/20/2010	\$45.65	View Print
8600400064 - 220 W MAYA DR	8/17/2010	\$39.33	View Print
8600400064 - 220 W MAYA DR	7/19/2010	\$41.26	View Print
8600400064 - 220 W MAYA DR	6/15/2010	\$80.60	View Print
8600400064 - 220 W MAYA DR	5/19/2010	\$37.31	View Print
8600400064 - 220 W MAYA DR	4/19/2010	\$39.22	View Print
8600400064 - 220 W MAYA DR	3/17/2010	\$39.22	View Print
8600400064 - 220 W MAYA DR	2/16/2010	\$38.27	View Print
8600400064 - 220 W MAYA DR	1/18/2010	\$41.14	View Print
8600400064 - 220 W MAYA DR	12/16/2009	\$40.18	View Print
8600400064 - 220 W MAYA DR	11/16/2009	\$39.22	View Print
8600400064 - 220 W MAYA DR	10/19/2009	\$41.14	View Print
8600400064 - 220 W MAYA DR	9/16/2009	\$39.22	View Print

Example of a bill online

The screenshot shows the Liberty Water online customer portal. The browser window title is "Avondale, Glendale, Goodyear, and Litchfield Park, AZ Online Customer Information System - Windows Internet Explorer". The URL is "https://accounts.libertywater.com/ACCOUNTS_StatementsPrint.asp?Statement=477992".

The page features the Liberty Water logo and the slogan "Because water matters every day". Below the logo, there are navigation links: "Billing Home | Electronic Billing | Service Request | View Service Requests | View Statements | Update Password | Logout | Contact Us".

Liberty Water
Because water matters every day
1224 W. Indian School Rd. 81st
Avondale, AZ 85326

FOR QUESTIONS REGARDING YOUR BILL CALL (623) 933-8387

NUMBER 1 CUSTOMER
PO BOX 1224
LITCHFIELD PARK, AZ 85340-1273
4835401273540

ACCOUNT INFORMATION

Account Number:	800400003430542
Community Code:	8600
Statement #:	477883
Bill Date:	02-18-2011
Due Date:	03-19-2011

Service Address: 1224 Service Address DR

SPECIAL MESSAGE
View our news at www.libertywater.com

SERVICE TYPE	SERVICE DATES	METER NUMBER	CURRENT READ	PREVIOUS READ	UNITS	CHARGE
3/4 Inch 4-Digit Meter	01-19-2011 - 02-08-2011	00225500	370	372	4000 3	0.00
Current Charges Before Taxes						\$ 0.00

ANNUAL WATER CONSUMPTION COMPARISON

ACCOUNT ACTIVITY

Previous Balance	\$1.49
Payment - Thank you!	-\$1.49
Residential Sewer Monthly Charge	28.99
50% Discount Phase 1	-\$5.64
Monthly Water Meter Charge	10.20
Consumption Charge 3000.00-Gal @ 0.10	3.00
Consumption Charge 1000.00-Gal @ 0.19	1.91
ADEQ	0.03
50% Discount Phase 1	-\$2.01
50% Discount Phase 1	-\$0.60
50% Discount Phase 1	-\$0.41
Tax -	0.03
Tax -	0.78