

AMENDED AND RESTATED
TRANSITION SERVICES AGREEMENT

This Amended and Restated Transition Services Agreement is dated as of April [●], 2012 (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;

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);

WHEREAS, the Company and the Seller are parties to the Transition Services Agreement, dated as of March 2, 2011 (the "Original TSA Agreement"); and

WHEREAS, the Seller and the Buyer desire to amend and restate the Original TSA Agreement in its entirety upon the terms set forth 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 twenty (20) 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.

(e) Disputes. If the Company disputes in good faith any amount billed by the Seller in any Monthly Statement, the Company shall pay that portion of the billed amount which is not in dispute and shall, on or prior to the date such billed amount is due, give written notice to the Seller indicating the portion of the billed amount that is being disputed and providing a summary statement of its objections. Within ten (10) days thereafter, Company shall give the Seller a written statement providing all reasons then known to Company for its objection to or disagreement with such amount (“Objection”). If Company and the Seller are not able to resolve such dispute within ten (10) days after Company’s Objection, either party may refer such dispute for complaint escalation as described in Schedule A.

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.

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

NATIONAL GRID USA

By: _____
Name:
Title:

ENERGYNORTH NATURAL GAS, INC.

By: _____
Name:
Title

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 Statement, or if not available at such time, within 30 days following the Company's receipt of the Monthly Statement or as soon as reasonably practicable under the circumstances. Interest shall not accrue on any unpaid balance for which the Seller has not provided cost substantiation. 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

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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 and Dispute Resolution.

(a) 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) ("Service Representative") 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) business 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 (the "Transition Steering Committee"). The Transition Steering Committee shall meet within five (5) business days of the issue being escalated to them. 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.

(b) In the event any dispute is not resolved by 7(a) above, each Party will have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement.

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.

9. Use of Facilities. Seller's employees providing Services under this Agreement will be permitted to use a limited amount of office space at Company facilities during the period those employees are providing Services. All of such use of such facilities shall be at no cost to Seller. Access will be limited to normal business hours and will be limited to employees providing Services to the Company hereunder. Seller will cause its employees to comply with all Company policies and regulations.

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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

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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.

Attached are the initial cost estimates for the Services requested as of Day 1 ("Initial Scope of Services") (calculated consistent with the costing methodology set forth above). If at the end of any quarter during the Transition Period the charges for the Initial Scope of Services materially exceed the Parties' initial cost estimates, the Seller will promptly notify the Buyer whereupon the Parties will work together to (i) determine the cause of the variance from the initial cost estimates and (ii) develop a plan for reducing the cost of Services prospectively. For purposes of this section, a "material" variance from the cost estimates shall be considered to have occurred when the costs for Services exceed 10% of the estimated amount.

**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.
Transition Period:	12-18 months
Fee:	Allocated Costs

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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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges; the actual wages paid to Company employees will be reimbursed directly and not part of the TSA billing.
Seller Service Representative	Laurie Hare - Payroll Manager
Company Service Representative	Mark Smith - VP Human Resources/Linda Doering, Director Finance & Admin

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Service: HR-2	Employee Benefits
Detail:	<p>Except as otherwise detailed in this Schedule A, the Seller shall provide Continuing Employees with benefits under those programs, services and welfare benefit plans (collectively “Benefits”) in which the Continuing Employees were eligible to participate immediately prior to the Transition Period. New employees will be eligible for benefits consistent with the Benefits in effect for similarly situated Continuing Employees.</p> <p>Benefit programs, services and welfare benefit plans to be continued include, but are not limited to, health, prescription drug, dental, life (including basic, optional, and dependant), adoption assistance, sick pay, long-term disability, flexible spending accounts (including health, dependant, and transit), COBRA administration, educational aid/tuition reimbursement, AFLAC Cancer Coverage, Hyatt Legal Services, and vacation buy/sell programs.</p> <p>The Seller shall provide Employee Services call center and administrative services for Company Employees at the same level as in effect 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>Company Employees shall not be eligible to participate in the Seller’s Employee Stock Purchase Plan.</p> <p>The Company shall be solely responsible for all benefit enrollments for Company Employees after the date of this Agreement.</p> <p>Unintended Benefits: Except as otherwise noted in this Agreement, the Seller intends to administer all Benefits consistent with the with the processes, procedures and eligibility criteria in effect immediately prior to the Transition Period. If the Company subsequently identifies a Benefit for which the Company did not intend to continue, the Company agrees to reimburse the Seller for all actual and allocated costs incurred as a result of the unintended benefit plan, program or service. The Seller agrees to cease administration of said unintended benefit program as soon as administratively possible</p>

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	following Company's notification to Seller.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges; the actual cost of benefits for Company employees will be reimbursed directly and not part of the TSA billing.
Seller Service Representative	Lori Santoro - Director Benefits
Company Service Representative	Mark Smith - VP Human Resources

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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>Continuing employees will not have access to the nationalgrid-pensionconnect.ehr.com website.</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> <p>The Company understands that if Pension Administration Services are continued beyond the expiration of the Payroll Services Transition Period the Seller will be unable to systematically administer Pension benefits; therefore, at such time, all Pension Administration Services must be handled on a manual basis and will therefore be limited only to those transactions deemed necessary (for example, deaths, retirements, pension commencements) The Company understands that the Cost of providing manual administration may be significantly higher than the systematic administration previously provided.</p>
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Lori Santoro – Director Benefits
Company Service Representative	Mark Smith - VP Human Resources

Service: HR-4	Labor Relations Support
Detail:	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

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	arise thereafter but relate to events occurring before the Transition Period, as may be reasonably requested from time to time.
Transition Period:	Not anticipated that the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Thomas Ryan - Director Employee and Labor Relations
Company Service Representative	Mark Smith - VP Human Resources

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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.
Transition Period:	Not anticipated that the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Maryjane Baer – Director, Recruiting and I&D
Company Service Representative	Mark Smith - VP Human Resources

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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
Transition Period:	0-6 Months
Fee:	Allocated Costs.
Seller Service Representative	Ron Boches
Company Service Representative	Linda Doering - Director of Finance & Admin

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's financial statements.
Transition Period:	6-12 months
Fee:	Direct Charges
Seller Service Representative	Mike Wald – Manager, Accounting
Company Service Representative	Linda Doering - Director of Finance & Admin

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.
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mike Wald – Manager, Accounting
Company Service Representative	Linda Doering - Director of Finance & Admin

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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
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Napolitano – Lead Program Manager
Company Service Representative	Linda Doering – Director Finance and Administration

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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Napolitano – Lead Program Manager
Company Service Representative	Linda Doering – Director Finance and Administration

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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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Chris DiGigilio – Director, Cash Management
Company Service Representative	Linda Doering - Director of Finance & Admin

TAX

SCHEDULE A TRANSITION SERVICES

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>
Transition Period:	12-24 months
Fee:	Direct Charges
Seller Service Representative	Arthur Kiperberg - Director, US Income Tax Reporting
Company Service Representative	Susan Wan – Director of Tax

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>
Transition Period:	6-12 months
Fee:	Direct Charges
Seller Service Representative	Paula Leaverton – Manager, Property Tax
Company Service Representative	Linda Doering - Director of Finance & Admin

MISC

SCHEDULE A TRANSITION SERVICES

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.
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joseph Weber – Director, Claims
Company Service Representative	Paul Kinch

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"> • Assist with development of five-year capex and asset management plan; assist with asset strategy and planning recommendations • 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
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Bennett - Director, Resource Planning
Company Service Representative	Chris Brouillard – Director, Engineering

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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Susan Fleck – VP, Standards, Policies & Codes
Company Service Representative	Tim Deppmeyer- Manager, 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 • Provide technical and procurement advice with regard to sparing of station equipment
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Flint - VP, Maint & Constr NE Gas
Company Service Representative	Chris Brouillard - Director Engineering

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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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Gary Bennett - Director – Dispatch
Company Service Representative	Norm Gallagher - Manager, Production, Dispatch & Control

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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
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joseph Basic – Director, Support Services
Company Service Representative	Richard MacDonald – Director Gas Operations

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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
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joseph Basic – Director, Support Services
Company Service Representative	Chris Brouillard - Director Engineering

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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
Transition Period:	0-6 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Frank Su – Director, Production
Company Service Representative	N. Gallagher - Manager, Production, Dispatch & Control

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)
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tim Small – VP, Gas Systems Engineering
Company Service Representative	Chris Brouillard – Director, Engineering

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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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Don Cordone – Manager, Ops Performance
Company Service Representative	Tim Deppmeyer Manager, Compliance, Quality & Emergency Planning

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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
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joseph Basic – Director, Support Services and Mike Bruno – Manager, Support Services
Company Service Representative	Rich MacDonald – Director, Gas Operations

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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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ragnvald (Ron) Johnson Manager, Gas Meter Operations National Grid US
Company Service Representative	Bryan McCallum – Manager, Field Operations and Rich MacDonald – Director, Gas Operations

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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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Christopher Gibb – Director, Meter Services Management and Robert Preshong - Director Metering Services
Company Service Representative	Bryan McCallum – Manager, Field Operations

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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)
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Stavrakas – Director, Gas Reliability Planning
Company Service Representative	Chris Brouillard – Director, Engineering

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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)
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tim Small – VP, Gas Systems Engineering
Company Service Representative	Chris Brouillard – Director, Engineering

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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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Robert Wilson – Director, Materials and Standards
Company Service Representative	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

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"> • Facilities support services: electrician/mechanical support, managing vendors (trash removal and janitorial)
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Pat Burns – Director, Facilities Management
Company Service Representative	Mike Knott Manager, Environmental, Health, Safety & Security

MUTUAL ASSISTANCE

SCHEDULE A TRANSITION SERVICES

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.
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Flint, VP, Maint & Constr NE Gas
Company Service Representative	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

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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
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Tom Ameriage – Director, Gas Control
Company Service Representative	Norm Gallagher- Manager, Production, Dispatch & Control and Chico DaFonte – Director Energy Procurement

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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>
Transition Period:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio, Director Gas Supply Planning
Company Service Representative	Chico DaFonte, Director Energy Procurement/ 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.
Transition Period:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio, Director Gas Supply Planning
Company Service Representative	Chico DaFonte, Director Energy Procurement/ 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

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	<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)
Transition Period:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Liz Arangio, Director Gas Supply Planning
Company Service Representative	Chico DaFonte, Director Energy Procurement/ 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.
Transition Period:	24 months
Fee:	Direct Charges
Seller Service Representative	Liz Arangio, Director Gas Supply Planning
Company Service Representative	Chico DaFonte, Director Energy Procurement/ VP, Energy Procurement & Supply (Liberty Energy)

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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
Transition Period:	24 months
Fee:	Allocated Costs plus Direct Charges

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Seller Service Representative	Liz Arangio, Director Gas Supply Planning
Company Service Representative	Chico DaFonte, Director Energy Procurement/ 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"> • Assist with the development and filing of 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 • Energy efficiency analysts will assist with managing rebate and DSM programs. • Assist with the deployment and management of evaluation of energy efficiency programs and update savings for program. • Support planning, performance, and financial tracking and reporting – Monthly update of spending and savings. Savings are currently tracked in InDemand. Some customization may be required to meet Liberty’s needs. Costs associated with this customization will be borne by Liberty. • Support bi-annual avoided cost studies that support energy efficiency program design.
Transition Period:	6-12 months
Fee:	Allocated Costs
Seller Service Representative	Carol White, Director, Program Strategy - MA
Company Service Representative	Eric Stanley – Manager Energy Efficiency and Customer Programs

Service: ESD&E - 2	Sales/Support for Commercial, Industrial and Municipal Customers
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Detail:	<p>The Seller will support the Company’s sales and other programs with respect to residential, 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 Lead Intake support. • Residential Inside Sales support. • Customer order fulfillment services • Planning, performance, tracking and reporting related to gas sales activities. • Gas sales and marketing programs. • Billing support for large customer accounts.
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Sean Mongan, Director of Program Operations
Company Service Representative	William Sherry – Vice President Customer Care

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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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Daniel Glenning Director, Complex Project Management
Company Service Representative	Rich MacDonald – Director, Gas Operations and Chris Brouillard – Director Engineering

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>
Transition Period:	12 months
Fee:	Allocated Costs.
Seller Service Representative	Patrick Pensabene – Manager, FBP Operations
Company Service Representative	Linda Doering - Director of Finance & Admin

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 assist the Company in its efforts to preparerequired local, state, and federal reports related to the Company’s HS&E, regulatory and compliance requirements.</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> <p>The Seller will work with the Company to develop 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>
Transition Period:	12 months; as needed
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Timothy Woycik - Director, Safety, Health and Environment Brian Varga - Director, Learning & Development Stephanie Shepard, Director Health Management See Representatives for specific Services below
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager
Service: HS&E - 2	Health and Safety Field Support

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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. Specifically, this support would include guidance on resources available to address Process Safety management, as well as providing subject matter expertise to aid in incident analysis and corrective action(s) following a Process Safety incident.</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>
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Timothy Woycik - Director, Safety, Health, Environment
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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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 EH&S requirements.</p>
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	<u>Operations</u> - Brian Varga, Director Learning and Development
Company Service Representative	<u>Health and Environmental</u> - Gaetan Mercier, Director Health, Safety, Security and Environment and Michael Knott - EHSS Manager <u>Operations</u> - Mark Smith, VP Human Resources

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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Environmental
Company Service Representative	Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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 from the Seller 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; assist with the annual rate filing, including assistance with report preparation 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 assist the Company with contract administration activities, as requested, including</p>

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	<p>assistance with the following: coordination with third-party environmental consultants supporting MGP site investigation and remediation; development of work plans for site investigations, risk characterizations, remedial action plans, remedy implementation plans, construction specifications and project closure; evaluation of proposed project work scopes for reasonableness in meeting project and regulatory objectives; assessment of proposed and/or invoiced consultant costs for reasonableness; evaluation of contractor proposal documentation (including technical and financial aspects) and proposed field changes orders to assess if cost are reasonable.</p> <p>Provide input to Company legal counsel, as required.</p> <p><u>Regulatory Support and Public Interface.</u> The Seller will assist the Company in its efforts to: interact with local, state and federal regulators; conduct and/or present at public meetings in connection with SIR projects.</p>
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michele Leone - Manager, Site Investigation & Remediation NE
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety & Security and Michael Knott - EHSS Manager

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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Environmental
Company Service Representative	Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Environmental
Company Service Representative	Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Environmental
Company Service Representative	Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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</p>

SCHEDULE A TRANSITION SERVICES

	capital projects of the Company).
	The Company shall be responsible for compliance with all licenses, permits and orders for the Company's business.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Environmental
Company Service Representative	Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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 inspections • Manage contract guard service agreements • Provide regulatory guidance with respect to latest FERC, NERC, PHMSA and other security regulations • Manage, update and issue security services manuals and other written security procedures • Provide training and certifications, as needed
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Amico – Manager, Security
Company Service	Gaetan Mercier, Director of Environment, Health, Safety &

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Representative	Security and Michael Knott - EHSS Manager
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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.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Amico – Manager, Security
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety & Security and Michael Knott - EHSS Manager

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.
Transition Period:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Swalec – Manager, Facilities
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

Service: Supply - 2	Materials Management System Support
Detail:	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).

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	<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
Transition Period:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Craig Dikeman – Director, Inventory Management
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

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.
Transition Period:	0-6 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Swalec – Manager, Facilities
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

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

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	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.
Transition Period:	12-24 months
Fee:	Allocated Costs.
Seller Service Representative	Craig Dikeman – Director, Inventory Management
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

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Service: Supply - 5	Fleet Services
Detail:	The Seller will perform activities related to maintaining vehicles on behalf of the Company on an as-needed basis, specifically for specialty vehicles which may require the expertise of the seller's fleet technicians.
Transition Period:	0-6 months
Fee:	Direct Charges
Seller Service Representative	Bill Hillbrunner – Director, Fleet Services
Company Service Representative	Steve McCrodan

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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>
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone – Director, Employee Development
Company Service Representative	Nicole Harris – Customer Service Manager

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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>
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone – Director, Employee Development For Meter and Meter Reading: Christopher Gibb – Director, Meter Services Mgmt
Company Service Representative	Nicole Harris – Customer Service Manager

Service: CustomerSvc - 3	Collections Process Support
Detail:	Administration of customer collections program on behalf of the Company.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Larry Frye – Director, C&C Strategy
Company Service Representative	Nicole Harris – Customer Service Manager

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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).
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Brian Schuster – Director, Customer Service and Joe Basic – Director, Support Services
Company Service Representative	William Sherry – Vice President Customer Care

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.
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeff Martin – Director, Billing Operations
Company Service Representative	Nicole Harris – Customer Service Manager

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.
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Madalyn Hanley (IT)
Company Service Representative	Nicole Harris – Customer Service Manager

SCHEDULE A TRANSITION SERVICES

F. REGULATORY SUPPORT

Service: Reg - 1	Regulatory Support – General
Detail:	<p>To the extent requested by the Company, the Seller shall provide regulatory support services generally consistent with the support provided to the Company prior to the Transition Period, including: (i) tariff development, maintenance, and administration, (ii) regulatory monitoring, (iii) assisting with responses to inquiries from regulators, and (iv) consulting/training generally on regulatory issues. In connection therewith the Seller shall also support 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>If requested by the Company, 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. Should the Company request the Seller to represent it at a regulatory meeting or call, the Seller’s regulatory personnel will coordinate with the Company with regard to the positions to be taken and the decisions and/or votes to be made on behalf of 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 will 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> <p>Upon request by the Company, the Seller will provide consultation regarding prior Company base rate cases and settlements that are the basis for current cost recovery embedded in base rates. The</p>

¹ This limitation does not relate to the access to, or transfer of, historical Company data to the Buyer. National Grid will transfer, or provide access to, records belonging to the Company pursuant to the terms of the Stock Purchase Agreement and the Transfer of Records Letter Agreement between National Grid and Liberty Energy.

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	Seller will not be responsible for preparation of any general base rate cases including, but not limited to, revenue requirement, allocated costs of service and rate design, rate tariffs or testimony ¹ .
Term:	12-18 months
Fee:	Direct Charges
Seller Service Representative	Michael Laflamme, Vice President of Regulation and Pricing
Company Service Representative	ChristiAne Mason, Director/Head of Regulatory, Government & Community

Service:	Regulatory Reporting
Reg - 2	
Detail:	<p>Prior to the Transition Period, the parties shall develop a list of the filings that the Company may require assistance from the Seller in preparing. The Seller will only prepare those following filings/reports in which the underlying/supporting data is maintained by the Seller. For reports filed annually or semi-annually, the Seller may be requested to prepare the first filing in each category after the Closing, after which the Seller's support shall consist of advice and consultation in support of the Company's filing of such report. For reports filed on a quarterly or ad hoc basis, the Seller may be requested to prepare those reports for the first year. For reports filed on a monthly basis, the Seller may be requested to prepare those reports for the first six months. In all cases, the Company will provide the Seller ample notice of the request to the Seller to prepare filings. Such notice requirements are defined below for each filing. Seller's employees shall testify on behalf of the Company in regulatory proceedings in cases where the Seller has prepared the analysis and filing. The Seller will not testify to any filings that it has not prepared in full. Seller's employees shall be available to assist with witness preparation or other support, as reasonably required. The Seller's Regulatory and Pricing department will not be required to prepare any type of filings it has not prepared prior to the Closing.</p> <p>In accordance to the above, Seller may be required to prepare and attest to the following annual and semi-annual filings, but not limited to:</p> <ul style="list-style-type: none"> • Off-Peak Cost of Gas Reconciliation Filing & Invoices Semi Annual Jan 29 (Notice- 60 days) • Off - Peak Cost of Gas Filing – Semi- Annual – March 15 (Notice- 30 days) • Cast Iron/Bare Steel Filing – May 15 (Notice - 60 days)

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	<ul style="list-style-type: none"> • Peak Gas Cost Reconciliation Filing & Invoices Semi – Annual - July 29 (Notice - 60 days) • Peak Cost Of Gas Filing – Semi – Annual - Sept 1 (Notice - 45 days) • Annual Local Distribution Adjustment Filing (LDAC) – Annual - Sept. 1 (Notice -45 days) <p>Seller may be required to prepare and attest to the following quarterly and monthly filings, but not limited to:</p> <ul style="list-style-type: none"> • Energy Efficiency Monthly Expense - Monthly; by the 15th (Notice- 7 days) • CRIS Revenue Proration Report – Monthly, by the 2nd Day of the Month (Notice – 7 days) • Cost Of Gas over / under collection (Trigger Report) and Gas Tariff Pages – Monthly - not less than 5 business days before 1st day of subsequent month (Notice – 10 days) • Low Income Residential Low Income Assistance Program (RLIAP) - last day of the month in January '12, April '12, July '12 and October '12. (Notice – 7 days) <p>In addition, the Seller shall make its personnel reasonably available to provide consulting services, at the Company's request, in support of operational report filings of the Company required by any local, state, and federal governmental authorities, including, but not limited, the reports listed above. The consulting services will be limited to reports that Regulation & Pricing would have supported if the Seller still owned EnergyNorth.</p>
Term:	12-18 months
Fee:	Direct Charges
Seller Service Representative	Ann Leary – Manager Gas Pricing MA/NH
Company Service Representative	Robert Campbell – Utility Analyst

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.
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Sharareh Goldsmith – Manager, Information Records Mgmt
Company Service Representative	TBD

<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).
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>
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Sharareh Goldsmith – Manager, Information Records Mgmt
Company Service Representative	ChristiAne Mason – Director, Regulatory & Gov't Affairs/ Manager, Financial Planning & Analysis (Liberty Energy)

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 Seller 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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Donald Stahlin – IS Solution Delivery
Company Service Representative	David Carleton - Director IT

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 as of Close in an archive accessible format for certain key employees only on or within days after closing • The Seller shall also route email messages to the Company for an agreed upon period following.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Andy Gould – IS Infrastructure Support
Company Service Representative	David Carleton - Director IT

Service: IT - 3	Data Centers
Detail:	<p>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.</p>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Andy Gould – IS Infrastructure Support
Company Service Representative	David Carleton - Director IT

SCHEDULE A TRANSITION SERVICES

Service: IT - 4	Client Services
Detail:	<p>The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including:</p> <ul style="list-style-type: none"> • Installation of software packages, computer setup, virus control, and coordination for network and hardware support • <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 Transition Periodical Emulation. • <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. • <u>Printers, Copiers & Fax's</u>. Support for printers, copiers and FAX machines currently installed at the Company. • Continued help desk services via telephone or desk side appointments
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Duane Bloomfield – IS Services Lead, Harold Pinsky – IS Service Integration
Company Service Representative	David Carleton - Director IT

SCHEDULE A TRANSITION SERVICES

Service: IT - 5	Contracts & Licenses
Detail:	<p>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:</p> <ul style="list-style-type: none"> • Assist the Company with the identification of software licenses that are currently used solely by the Company and required to support the operations of the Company.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Robert Lorkiewicz – Contract/Commercial Manager
Company Service Representative	David Carleton - Director IT

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>File Servers</u> - Support and maintain the MS-Windows 2003 File Servers currently used by the Company. • <u>Unix Servers</u> – Support and maintain the Unix servers currently used by the Company. • <u>Mainframe</u> – Support and maintain the mainframe environment currently used by the Company. • <u>Storage</u> – Support and maintain the storage hardware currently used by the Company. <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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Earl Briggs – IS Infrastructure Support
Company Service Representative	David Carleton - Director IT

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>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. <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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ed Brodsky & Alex Scherer – Network & Telecom.
Company Service Representative	David Carleton - Director IT

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/GMS 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>Gas GMS-SCADA System</u>. Support for the currently installed Telvent OASyS/DNA (tr) Gas SCADA/GMS hardware and software that are needed to monitor and control the Company’s gas distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bill Mays – IS Energy Management Systems
Company Service Representative	David Carleton - Director IT

Service: IT - 9	Security Services
Detail:	<p>The Seller shall maintain existing security systems, infrastructure and processes for the Company for purposes of securing access to business applications, infrastructure and in order to support cyber security requirements.</p>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mike Andreozzi – IS Security
Company Service Representative	David Carleton - Director IT

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.

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.

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 Project Plans (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 Project Plans; and

 - 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 Project Plans.

- a. It is anticipated the Seller will provide each Service for the corresponding term set forth in this Schedule A.
- b. The parties have prepared, and will continue to develop, project plans (the "Project Plans") setting forth the following information with regard to the transition of 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 Project Plans with the understanding that the initial templates will be finalized within twenty Business Days following the Closing Date.
- d. The Project Plans 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 Project Plans, the Parties will discuss a mutually agreeable schedule for early transition of such Service.

4. Service Transition Notice.

- a. For each Service, approximately thirty (30) days prior to the anticipated transition date (as set forth in the Project Plans), 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 Transition 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 Transition 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 Transition 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.

V. TRANSITION PERIOD.

The estimated Transition Periods for each of the Services is set forth in Section III above. These Transition Periods represent the Parties' good faith estimates of the time required to transition responsibility for providing each Service from the Seller to the Company and/or Buyer. While certain Services may require a longer Transition Period, the Parties' expect that most, if not all, of the Services will require no more than twenty-four (24) months following the Closing Date to transition to the Company. Notwithstanding such estimates, the Parties agree that the Transition Period for a particular Service will be extended, as necessary, in the event the Company requires such Service for a longer Transition Period than the Transition Period estimated above; provided that (i) the Company gives the Seller not less than forty-five (45) days prior written notice of the need to extend the Transition Period beyond the estimated Transition Period (which notice shall include an estimate of the required extension Transition Period and a reasonably detailed description of the action items required to complete the transition of the applicable Service), and (ii) the Company continues to utilize commercially reasonable efforts to transition the applicable Service. The Parties will memorialize any understanding to extend the Transition Period for a particular Service in an amendment to this Agreement.

VI. OVERSIGHT OF SERVICES.

The Parties have each identified a Service Representative for each of the Services who shall have primary responsibility for providing overall oversight and coordination between the Parties for such Services, including responsibility for (i) monitoring the performance of the applicable Service, (ii) monitoring the progress against schedules and milestones, (iii) establishing priorities, and approving any adjustments to, the applicable Project Plan(s) and (iv) resolving, in the first instance, issues and disputes arising in connection therewith. Among other things, the Service Representatives shall:

- (1) determine the schedule and process for the transition of Services to the Company and/or Buyer;
- (2) review and discuss reports and other data pertaining to the Seller's performance of the Services;
- (3) identify any unanticipated obstacles, delays, or problems in connection with the provision of Services, and recommend steps to resolve the same;
- (4) provide timely information with respect to budgets and invoiced costs during the Transition Period, and address significant variances between estimated and actual costs;
- (5) to the extent determined necessary, adjust or otherwise modify the Project Plans from time to time in light of experience developed during the Transition Period; and
- (6) engage in such other activities with respect to the oversight, coordination and administration of this Agreement as may be deemed necessary, appropriate or advisable.

Any disputes between the Parties with respect to the items described in this section shall be resolved in accordance with the Complaint Escalation procedures described in Section I above.

VII. IT TRANSITION MANAGEMENT

A. Background. The Company currently utilizes the information technology (IT) systems and infrastructure of Seller and its affiliates, including, without limitation, the Seller's customer billing system, financial systems, data centers, outage management system, communications network and work management system. During the Transition Period, the Company will transition from the Seller's IT systems to comparable systems of Buyer (the "IT Transition"). It is the Parties' intent that the IT Transition will be seamless to Company and other stakeholders, while at the same time be managed in a way that minimizes implementation and other costs associated with the transition to the Buyer's IT systems. In furtherance of the foregoing, this Section VII memorializes the Parties' understanding concerning their respective responsibilities for the IT Transition.

B. IT Transition Lead. The Parties shall jointly appoint a dedicated, senior IT professional to lead the IT Transition (the "IT Transition Lead") who shall assume overall managerial responsibility for the IT Transition (a Service as defined in Section 1.1 of the Amended and Restated Transition Service Agreement). The IT Transition Lead shall report directly to the Transition Steering Committee with regard to the IT Transition.

The IT Transition Lead shall initially be Madalyn Hanley, Seller's IS Head of Relationship FSSC. Should the need arise to replace the IT Transition Lead, the Transition Steering Committee shall appoint a mutually agreeable substitute and notify the Commission.

C. IT Transition Oversight. While ultimate decision making authority with regard to the implementation of the Buyer's IT systems will rest with the Buyer, the IT Transition Lead, in consultation with Buyer's Director of IT, David Carleton, shall have direct responsibility for, and shall oversee all aspects of, the IT Transition. Specifically, the IT Transition Lead, in consultation with Buyer's Director of IT, shall be charged with (i) directing the project planning for the IT Transition, (ii) monitoring the Parties' progress against the Project Plans, (iii) developing budgets for the IT Transition, (iv) managing the IT Services provided by Seller pursuant to this Agreement and (v) general oversight of vendors providing services to the Company in connection with the IT Transition. In addition, the IT Transition Lead and Buyer's Director of IT shall be consulted with respect to all significant decisions concerning the IT Transition.

D. IT Transition Committee. The Parties shall establish an IT Transition committee (the "IT Transition Committee"), to be chaired by the IT Transition Lead, which shall consist of senior IT representatives and consultants of both Parties. The IT Transition Committee shall coordinate the Parties' effort with regard to the IT Transition, including monitoring progress against schedules and milestones, establishing priorities, approving any adjustments to the relevant Project Plans and resolving, in the first instance, issues and disputes arising in connection therewith.

The IT Transition issues to be considered by the IT Transition Committee include, but are not limited to, the following:

- Resource and manpower allocations for the IT Transition
- Ongoing development of the Project Plans
- Tracking IT Transition milestones
- System architecture
- Data Migration
- Readiness testing and cutover procedures

E. Reporting and Meetings.

(1) The IT Transition Lead shall conduct weekly review meetings with the IT Transition Committee. During such meetings, the IT Transition Committee will consider progress to date and make recommendations to ensure that any IT Transition milestones are achieved by scheduled completion dates and within budget.

(2) Following each meeting, the IT Transition Committee shall prepare a written update on the status of the IT Transition.

(3) The IT Transition Lead shall regularly report into the Transition Steering Committee with regard to the progress of the IT Transition.

F. Cooperation. The Parties will provide such mutual cooperation and assistance as reasonably required to effectuate the IT Transition. Such cooperation and assistance shall include Seller providing to Buyer ongoing technical consultation with regard to Seller's IT systems as may be reasonably required in connection with the IT Transition. The IT Transition Lead shall be the principal point of contact for obtaining the foregoing.

G. Capital Expenditures. Buyer/Company shall be responsible for the cost of all capital expenditures in connection with the IT Transition.

H. Cost and Expenses. This Service shall be costed and billed pursuant to Section II of this Schedule A.

SCHEDULE A II ATTACHMENT
Initial Cost Estimates for Services
Requested as of Day 1

Energy North		Description	Service to be provided (Yes/No)	Monthly Estimated TSA Billing (\$,000's)*		Total
Functional Area	TSA Designation			Estimated Labor	Estimated Non-labor	
Human Resources						
	HR -1	Payroll	YES	2	3	5
	HR -2	Employee Benefits	YES	9	6	16
	HR -3	Pension Administration	YES	1	0	1
	HR -4	Labor Relations	NO			
	HR -5	Staffing Support	NO			
Subtotal:				12	9	21
Finance						
	Fin -1	Financial Reporting	NO			
	Fin -2	Accounting Consulting	YES	22	17	39
	Fin -3	Financial Training	YES	0	0	0
	Fin -4	Accounts Payable	NO			
	Fin -5	Accounts Payable Consulting	YES	3	0	3
	Fin -6	Cash Mgmt	YES	4	3	7
	Fin -7	Tax consulting	YES	3	5	8
	Fin -8	Property Tax	YES	3	13	17
	Fin -9	Claims Handling	YES	0	0	0
Subtotal:				35	38	74
Operations						
	Gas Ops - 1	Network Strategy & Planned Major Mtrc	YES	1	0	1
	Gas Ops - 2	Operations Regulatory Support	NO			
	Gas Ops - 3	Emergency Mtrc Engineering & Technical Svcs	YES	0	0	0
	Gas Ops - 4	Field Crew Dispatch & Scheduling	YES	12	73	85
	Gas Ops - 5	Mandated Programs, inc Leak Surveys	YES	31	123	154
	Gas Ops - 6	Mapping & Records	YES	0	0	0
	Gas Ops - 7	LNG Compliance & Training	NO			
	Gas Ops - 8	Gas Engineering & Design	YES	3	10	13
	Gas Ops - 9	QA/Analysis & Process Improvement	YES	0	0	0
	Gas Ops - 10	Gas Support/Workload Planning	YES	0	0	0
	Gas Ops - 11	Meter Ops/Meter Shop	YES	12	4	16
	Gas Ops - 12	Customer Meter Support	YES	18	1	19
	Gas Ops - 13	Reliability Planning	YES	0	0	0
	Gas Ops - 14	System Integrity, Asset Replacement, & Corrosion Cont	YES	0	0	0
	Gas Ops - 15	Codes & Standards	YES	7	3	10
	Gas Ops - 16	Ops Misc	YES	0	0	0
	Gas Ops - 17	Mutual Assistance	YES	0	0	0
Subtotal:				84	214	298
Energy Solutions Delivery & Efficiency						
	ESD&E -1	Energy Efficiency	YES	0	0	0
	ESD&E -2	C&I Sales/Support	YES	0	0	0
Subtotal:				0	0	0
Gas Control & Procurement						
	Gas Supply -1	Gas Control	YES	3	1	4
	Gas Supply -2	Procurement Svcs General	YES	7	0	7
	Gas Supply -3	Energy Transactions	YES	0	0	0
	Gas Supply -4	Gas Load Forecasting	YES	0	0	0
	Gas Supply -5	Procurement Consulting	NO			
	Gas Supply -6	Procurement Svcs Misc	YES	0	0	0
Subtotal:				10	1	11
Project Management						
	PM-1	Project Mgmt Svcs	YES	0	0	0
	PM-2	Cost Mgmt	YES	0	0	0
Subtotal:				0	0	0
Health, Safety & Environment						
	HS&E-1	HS&E Monitoring,Reporting Compliance & Training	YES	1	1	2
	HS&E-2	Health & Safety Fld Support	YES	6	1	6
	HS&E-3	Technical Training	YES	0	0	0
	HS&E-4	Environmental Compliance	YES	4	1	4
	HS&E-5	SIR	YES	0	0	0
	HS&E-6	Environmental Field Support	NO			
	HS&E-7	Spill Control Response	NO			
	HS&E-8	Environmental Reg Support & Consultation	NO			
	HS&E-9	Licenses, Permits & Orders	NO			
Subtotal:				11	2	13
Security						
	Security -1	Site Services	YES	5	3	8
	Security -2	Security Consulting	YES	0	0	0
Subtotal:				5	3	8
Supply Chain & Inventory						
	Supply -1	Supply Chain Mgmt	NO			
	Supply -2	Mat Mgmt System Support	NO			
	Supply -3	Supplier Contracts	YES	9	2	10
	Supply -4	Warehouse Access	YES	0	0	0
	Supply -5	Fleet Services	YES	0	0	0
Subtotal:				9	2	10
Customer Service						
	CS -1	Call Center Ops	YES	101	14	114
	CS -2	Meter Rdg, Billing & Payment Processing	YES	3	0	3
	CS -3	Collections Support	YES	33	60	93
	CS -4	New Business Admin	YES	95	45	140
	CS -5	Revenue Protection	YES	0	0	0
	CS -6	Customer Data Migration	YES	0	0	0
Subtotal:				232	119	350
Regulatory Support						
	RS-1	General	YES	25	14	39
	RS-2	Regulatory Reporting	YES	2	0	2
Subtotal:				27	15	41
Records Management						
	RM -1	Identification of Books & Records	YES	3	1	4
	RM-2	Seperation & Transfer of Books & Records	YES	0	0	0
Subtotal:				3	1	4
IT						
	IT-1	Business Applications	YES	7	7	14
	IT-2	Collaboration Services	YES	10	10	20
	IT-3	Data Centers	YES	10	10	20
	IT-4	Client services	YES	10	10	20
	IT-5	Contracts & Licenses	YES	9	10	19
	IT-6	Infrastructure Services	YES	10	10	20
	IT-7	Networking Support	YES	10	10	20
	IT-8	EMS/SCADA	YES	9	9	19
	IT-9	Security Services	YES	2	2	4
Subtotal:				74	78	152
TOTAL SERVICES				503	481	984

Note: Amounts are rounded to the nearest thousand. Where the amounts appears as "0", the estimated cost is less than \$500 per month.

AMENDED AND RESTATED
TRANSITION SERVICES AGREEMENT

This Amended and Restated Transition Services Agreement is dated as of April [●], 2012 (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").

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;

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);

WHEREAS, the Company and the Seller are parties to the Transition Services Agreement, dated as of March 2, 2011 (the "Original TSA Agreement"); and

WHEREAS, the Seller and the Buyer desire to amend and restate the Original TSA Agreement in its entirety upon the terms set forth 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 twenty (20) 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.

(e) Disputes. If the Company disputes in good faith any amount billed by the Seller in any Monthly Statement, the Company shall pay that portion of the billed amount which is not in dispute and shall, on or prior to the date such billed amount is due, give written notice to the Seller indicating the portion of the billed amount that is being disputed and providing a summary statement of its objections. Within ten (10) days thereafter, Company shall give the Seller a written statement providing all reasons then known to Company for its objection to or disagreement with such amount (“Objection”). If Company and the Seller are not able to resolve such dispute within ten (10) days after Company’s Objection, either party may refer such dispute for complaint escalation as described in Schedule A.

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.

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

NATIONAL GRID USA

By: _____
Name:
Title:

**GRANITE STATE ELECTRIC
COMPANY**

By: _____
Name:
Title

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 Statement, or if not available at such time, within 30 days following the Company's receipt of the Monthly Statement or as soon as reasonably practicable under the circumstances. Interest shall not accrue on any unpaid balance for which the Seller has not provided cost substantiation. 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 be relieved of its obligation to provide the Services with respect to that particular software.

SCHEDULE A TRANSITION SERVICES

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 and Dispute Resolution.

(a) 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) ("Service Representative") 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 Pasioka), who will meet within three (3) business 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 (the "Transition Steering Committee"). The Transition Steering Committee shall meet within five (5) business days of the issue being escalated to them. 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.

(b) In the event any dispute which is not resolved by 7(a) above, each Party will have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement.

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.

9. Use of Facilities. Seller's employees providing Services under this Agreement will be permitted to use a limited amount of office space at Company facilities during the period those employees are providing Services. All of such use of such facilities shall be at no cost to Seller. Access will be limited to normal business hours and will be limited to employees providing Services to the Company hereunder. Seller will cause its employees to comply with all Company policies and regulations.

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.

Attached are the initial cost estimates for the Services requested as of Day 1 ("Initial Scope of Services") (calculated consistent with the costing methodology set forth above). If at the end of any quarter during the Transition Period the charges for the Initial Scope of Services materially exceed the Parties' initial cost estimates, the Seller will promptly notify the Buyer whereupon the Parties will work together to (i) determine the cause of the variance from the initial cost estimates and (ii) develop a plan for reducing the cost of Services prospectively. For purposes of this section, a "material" variance from the cost estimates shall be considered to have occurred when the costs for Services exceed 10% of the estimated amount.

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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.
Transition Period:	12-18 months
Fee:	Allocated Costs

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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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges; the actual wages paid to Company employees will be reimbursed directly and not part of the TSA billing.
Seller Service Representative	Laurie Hare - Payroll Manager
Company Service Representative	Mark Smith - VP Human Resources/ Linda Doering, Director - Finance & Admin

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Service: HR-2	Employee Benefits
Detail:	<p>Except as otherwise detailed in this Schedule A, the Seller shall provide Continuing Employees with benefits under those programs, services and welfare benefit plans (collectively “Benefits”) in which the Continuing Employees were eligible to participate immediately prior to the Transition Period. New employees will be eligible for benefits consistent with the Benefits in effect for similarly situated Continuing Employees.</p> <p>Benefit programs, services and welfare benefit plans to be continued include, but are not limited to, health, prescription drug, dental, life (including basic, optional, and dependant), adoption assistance, sick pay, long-term disability, flexible spending accounts (including health, dependant, and transit), COBRA administration, educational aid/tuition reimbursement, AFLAC Cancer Coverage, Hyatt Legal Services, and vacation buy/sell programs.</p> <p>The Seller shall provide Employee Services call center and administrative services for Company Employees at the same level as in effect immediately prior to the Transition Period. 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>Company Employees shall not be eligible to participate in the Seller’s Employee Stock Purchase Plan.</p> <p>The Company shall be solely responsible for all benefit enrollments for Company Employees after the date of this Agreement.</p> <p>Unintended Benefits: Except as otherwise noted in this Agreement, the Seller intends to administer all Benefits consistent with the with the processes, procedures and eligibility criteria in effect immediately prior to the Transition Period. If the Company subsequently identifies a Benefit for which the Company did not intend to continue, the Company agrees to reimburse the Seller for all actual and allocated costs incurred as a result of the unintended benefit plan, program or service. The Seller agrees to cease administration of said unintended benefit program as soon as administratively possible following Company’s notification to Seller.</p>

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Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges; the actual cost of benefits for Company employees will be reimbursed directly and not part of the TSA billing.
Seller Service Representative	Lori Santoro - Director Benefits
Company Service Representative	Mark Smith - VP Human Resources

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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>Continuing employees will not have access to the nationalgrid-pensionconnect.ehr.com website.</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> <p>The Company understands that if Pension Administration Services are continued beyond the expiration of the Payroll Services Transition Period the Seller will be unable to systematically administer Pension benefits; therefore, at such time, all Pension Administration Services must be handled on a manual basis and will therefore be limited only to those transactions deemed necessary (for example, deaths, retirements, pension commencements) The Company understands that the Cost of providing manual administration may be significantly higher than the systematic administration previously provided.</p>
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Lori Santoro - Director Benefits
Company Service Representative	Mark Smith - VP Human Resources

Service: HR-4	Labor Relations Support
Detail:	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

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	arise thereafter but relate to events occurring before the Transition Period, as may be reasonably requested from time to time.
Transition Period:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Thomas Ryan - Director Employee and Labor Relations
Company Service Representative	Mark Smith - VP Human Resources

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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.
Transition Period:	Not anticipated the Company will require this Service
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Maryjane Baer – Director, Recruiting and I&D
Company Service Representative	Mark Smith - VP Human Resources

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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
Transition Period:	0-6 Months
Fee:	Allocated Costs.
Seller Service Representative	Ron Boches
Company Service Representative	Linda Doering - Director of Finance & Admin

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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's financial statements.
Transition Period:	6-12 months
Fee:	Direct Charges
Seller Service Representative	Mike Wald – Manager, Accounting
Company Service Representative	Linda Doering - Director of Finance & Admin

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.
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mike Wald – Manager, Accounting
Company Service Representative	Linda Doering - Director of Finance & Admin

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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
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Napolitano – Lead Program Manager
Company Service Representative	Linda Doering - Director of Finance & Admin

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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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Napolitano – Lead Program Manager
Company Service Representative	Linda Doering - Director of Finance & Admin

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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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Chris DiGiglio – Director, Cash Management
Company Service Representative	Linda Doering - Director of Finance & Administration

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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>
Transition Period:	12-24 months
Fee:	Direct Charges
Seller Service Representative	Arthur Kiperberg - Director, US Income Tax Reporting
Company Service Representative	Susan Wan – Director of Tax

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>
Transition Period:	6-12 months
Fee:	Direct Charges
Seller Service Representative	Paula Leaverton – Manager, Property Tax
Company Service Representative	Linda Doering - Director of Finance & Administration

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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.
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Joseph Weber – Director, Claims
Company Service Representative	Paul Kinch

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D. OPERATIONS - GRANITE STATE

MAINTENANCE & CAPITAL PROGRAMS

Service: Elec Ops - 1	Planned Major Maintenance & Capital Construction
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
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mark Phillips - Manager
Company Service Representative	Chris Brouillard - Director Engineering

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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 or replacement options • Development of repair or 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 • Provide technical and procurement advice with regard to adequate sparing of transformers, cable, and substation equipment
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Marie Jordan - VP Electric System Engineering
Company Service Representative	Chris Brouillard - Director Engineering

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

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	<ul style="list-style-type: none"> • Dispatching and scheduling of advanced consumption and collections work • Call out of personnel as required for emergency situations • Reporting on performance results
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Gary Bennett - Director Dispatch
Company Service Representative	Norm Gallagher - Manager, Production, Dispatch

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 • Assisting with property rights issues (non-legal) • Prepare permit applications
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bob Brawley – Director, Distribution Design
Company Service Representative	Chris Brouillard - Director Engineering

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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"> • Assist with developing and tracking five-year capex and 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 • Assist with developing work plan based on approved and resourced budget • Manage Digsafe/Re-Dig permits • Prepare permit applications • Assembly of work packages • Initiate work • Create work orders • Handle customer interactions with regard to schedule and complaints
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Patterson - Manager Distribution
Company Service Representative	Chris Brouillard – Director of Engineering

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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 • Prepare investment grade estimates for planning initiatives • 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
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Rob Sheridan – Director Asset Management
Company Service Representative	Chris Brouillard - Director Engineering

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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 ○ <u>Protection and Control systems engineering and design</u> ○ 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
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	John Gavin - Director Substation Engineering
Company Service Representative	Chris Brouillard - Director Engineering

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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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Anne Marie Moran – Manager Distribution Forestry Craig Allen – Manager Vegetation Asset Strategy
Company Service Representative	Kurt Demmer - Director Electric Operations

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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"> • 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 ○ Provide meter reading route information and software/hardware support to the Company field organization for the collection and management of Energy North gas meter data using Itron’s MVRS system with an interface to the CRIS customer system • 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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Christopher Gibb – Director, Meter Services and Robert Preshong - Director Metering Services
Company Service Representative	Kurt Demmer - Director Electric Operations

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

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	<ul style="list-style-type: none"> • 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 • 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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Kelly – Manager Lab & Testing Services
Company Service Representative	Kurt Demmer - Director Electric Operations

Service: Elec Ops - 11	Electric Lab (testing and calibration of tools, equipment, and PPE)
Detail:	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: <ul style="list-style-type: none"> • Rubber Goods Testing and Maintenance • Bucket Dielectric Testing • Instrument Calibration
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Kelly – Manager Lab & Testing Services
Company Service Representative	Kurt Demmer - Director Electric Operations

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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.
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	James Kelly – Manager Lab & Testing Services
Company Service Representative	Kurt Demmer - Director 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 • Work completion (as-built and administration) • Clerical and General Administration
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Yarbrough - Service Div Support Services and Brian Miller – Manager, Maps & Records
Company Service Representative	Chris Brouillard - Director Engineering

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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
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mark Peterson - Manager Protection & Telecom Ops
Company Service Representative	Chris Brouillard - Director Engineering

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
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Girard Purdy - Manger Work Methods NE/NY
Company Service Representative	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

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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.
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Kathy Lyford – VP Maintenance & Construction
Company Service Representative	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

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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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeff Merritt – Director, Operations
Company Service Representative	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

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Service: Elec Ops - 18	Electric Operations Miscellaneous
Detail:	<p>The Seller will make available 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"> • Substation Operations: Provide operational support for emergency and planned substation equipment operation, maintenance, repair, installation, and replacement • Distribution Line Operations: Provide operational support for emergency and planned distribution equipment maintenance, repair, installation, and replacement.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Kathy Lyford – VP Maintenance & Construction
Company Service Representative	Kurt Demmer- Director of Electric Operations

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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"> • Energy efficiency analysts will assist with managing rebate and DSM programs. • Assist with development and filing of 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. • Support Forward Capacity Market reporting. • Assist with the deployment and management of evaluation of energy efficiency programs and update savings for program. • Support planning, performance, and financial tracking and reporting – Monthly update of spending and savings. Savings are currently tracked in InDemand. Some customization may be required to meet Liberty’s needs. Costs associated with this customization will be borne by Liberty.
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Carol White, Director, Program Strategy - MA
Company Service Representative	Eric Stanley – Manager Energy Efficiency and Customer Programs

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 • Billing support for large customer accounts

SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none">• Complex metering support• Planning, performance, tracking and reporting related to electric account managed activities.
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Sean Mongan, Director of Program Operations
Company Service Representative	William Sherry – Vice President Customer Care

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
Transition Period:	12-24 months
Fee:	Allocated Costs
Seller Service Representative	Mike Gallagher – Manager, Distribution Network Ops
Company Service Representative	Norm Gallagher- Manager, Production, Dispatch & Control and Chico DaFonte – Director Energy Procurement

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.

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	<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).
Transition Period:	18-24 months
Fee:	Allocated Costs
Seller Service Representative	Joseph Gredder – Manager, Analytics, Modeling & Forecasting
Company Service Representative	Chico DaFonte – Director Energy Procurement

SCHEDULE A TRANSITION SERVICES

Service: Energy Supply - 3	Energy Procurement Services
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. This shall exclude work pertaining to Credit and Risk Management, with the exception of Settlement Pricing.</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, with the understanding that Credit Support Annexes to these agreements shall be negotiated by the Buyer. • 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, with the understanding that Credit Support Arrangements for these agreements shall be negotiated by the Buyer. • 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

SCHEDULE A TRANSITION SERVICES

	Service and REC transactions. For RECs, verify delivery of RECs via GIS.
Transition Period:	18-24 months
Fee:	Allocated Costs
Seller Service Representative	Margaret Janzen – Director, Wholesale Electric Supply
Company Service Representative	Chico DaFonte – Director Energy Procurement

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. This shall exclude work pertaining to Credit and Risk Management, with the exception of Settlement Pricing.</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>
Transition Period:	18-24 months
Fee:	Direct Charges
Seller Service Representative	Margaret Janzen – Director, Wholesale Electric Supply
Company Service Representative	Chico DaFonte – Director Energy Procurement

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, 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

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TRANSITION SERVICES**

	<p>Hampshire and Federal regulators.</p> <ul style="list-style-type: none"> • Assure Company tariffs are up to date with all regulatory requirements pertaining to DG interconnection requirements • 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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Kevin Kelly – Manager and Marie Jordan – VP Electric System Engineering
Company Service Representative	Chris Brouillard – Director, Engineering

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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 • labor procurement for specific projects for engineering & design, electrical, or civil installations • 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
Transition Period:	18-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Daniel Glenning Director, Complex Project Management
Company Service Representative	Chris Brouillard - Director Engineering

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>
Transition Period:	12 months
Fee:	Allocated Costs.
Seller Service Representative	Patrick Pensabene – Manager, FBP Operations
Company Service Representative	Linda Doering - Director of Finance & Admin

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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 assist the Company in its efforts to prepare required local, state, and federal reports related to the Company’s HS&E, regulatory and compliance requirements.</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> <p>The Seller will work with the Company to develop 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>
Transition Period:	12 months; as needed
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	<p>Timothy Woycik - Director, Safety, Health and Environment Brian Varga - Director, Learning & Development Stephanie Shepard - Director Health Management</p> <p>See Representatives for specific Services below</p>
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety & Security and Michael Knott - EHSS Manager

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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. Specifically, this support would include guidance on resources available to address Process Safety management, as well as providing subject matter expertise to aid in incident analysis and corrective action(s) following a Process Safety incident.</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>
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Timothy Woycik - Director, Safety, Health, Environment
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety; & Security and Michael Knott - EHSS Manager

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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 EH&S requirements.</p>
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	<u>Operations</u> - Brian Varga, Director Learning and Development
Company Service Representative	<u>Health and Environmental</u> - Gaetan Mercier, Director Health, Safety, Security and Environment and Michael Knott - EHSS Manager <u>Operations</u> - Mark Smith, VP Human Resources

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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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Env
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Env
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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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.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Env
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

Service: HS&E - 7	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>
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Peter Harley – Manager, NE Env
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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>

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	The Company shall be responsible for compliance with all licenses, permits and orders for the Company's business.
Transition Period:	0-6 Months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	TDB
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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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, PHMSA and other security regulations • Manage, update and issue security services manuals and other written security procedures • Provide training and certifications, as needed
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Amico – Manager, Security
Company Service Representative	Gaetan Mercier, Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

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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.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Michael Amico – Manager, Security
Company Service Representative	Gaetan Mercier – Director of Environment, Health, Safety, & Security and Michael Knott - EHSS Manager

Service: Security - 3	NERC/NPCC - Reliability Compliance
Detail:	<p>The Seller will make its personnel available to the Buyer to respond to questions in reference to CIP and Non-CIP Standards and related testing requirements in order to maintain compliance with NERC and NPCC. In addition, the Seller will provide assistance in Reliability Compliance Self-Assessment, External Reliability Compliance Reporting and Record Retention (in each case to the extent reasonably required).</p> <p>The Seller will make available existing procedures/policies, subject matter experts for consultation on reliability compliance and issues related to the Company, including the development of a compliance program for the Company.</p>
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Vicki M. O’Leary – Director, Reliability Compliance
Company Service Representative	Gaetan Mercier – Director of Environment, Health, Safety & Security and Michael Knott - EHSS Manager

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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.
Transition Period:	12-24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Swalec – Manager, Facilities
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

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
Transition Period:	6-12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Craig Dikeman – Director, Inventory Management
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

Service: Supply - 3	Supplier Contracts
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SCHEDULE A TRANSITION SERVICES

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.
Transition Period:	0-6 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jim Swalec – Manager, Facilities
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

Service:	Access to Seller Warehouses
Supply - 4	
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.
Transition Period:	6-12 months
Fee:	Allocated Costs.
Seller Service Representative	Craig Dikeman – Director, Inventory Management
Company Service Representative	Rich Foley – Manager, Procurement/Inventory Control

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Service: Supply - 5	Fleet Services
Detail:	The Seller will perform activities related to maintaining vehicles on behalf of the Company on an as-needed basis, specifically for specialty vehicles which may require the expertise of the seller's fleet technicians and includes boom dielectric testing.
Transition Period:	0-6
Fee:	Direct Charges
Seller Service Representative	Bill Hillbrunner – Director, Fleet Services
Company Service Representative	Steve McCrodan

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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>
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone – Director, Employee Development
Company Service Representative	Nicole Harris – Customer Service Manager

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>
Transition Period:	12-18 months
Fee:	Allocated Costs
Seller Service Representative	Nancy Cianflone – Director, Employee Development For Meter and Meter Reading: Christopher Gibb – Director, Meter Services Mgmt
Company Service Representative	Nicole Harris – Customer Service Manager

Service: CustomerSvc - 3	Collections Process Support
Detail:	Administration of customer collections program on behalf of the Company.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Larry Frye – Director, C&C Strategy
Company Service Representative	Nicole Harris – Customer Service Manager

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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).
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Brian Schuster – Director, Customer Service and Joe Basic – Director, Support Services
Company Service Representative	Bill Sherry – VP Customer Care

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.
Transition Period:	12 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Jeff Martin – Director, Billing Operations
Company Service Representative	Nicole Harris – Manager, Customer Service

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.
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Madalyn Hanley (IT)
Company Service Representative	David Carleton (IT) and Nicole Harris – Manager, Customer Service

Service: CustomerSvc - 7	Meter Data Services Support
Detail:	<p>The Seller will make available its employees, meters, data collection systems, data storage systems and associated systems to the extent required to collect, associate, validate, edit, estimate, store, distribute, manage and report distribution of large C&I electric customer and load research sample meter interval data in support of retail billing, Retail Supplier Hourly Load for energy market settlement purposes or forecast Company retail load as may be required including the data required to estimate the Company's load for energy procurement, as needed. Specifically, the Seller agrees to assist the Company with the following activities:</p> <ul style="list-style-type: none"> ● Collect interval load data from wholesale and retail metering points using MV90, Itron or other systems and reports as appropriate; Provide support to commission new or replacement meters working with the Company field organization. ● As agent for Company, report Retail Supplier Energy Load on behalf of the Company for Company's retail settlement responsibilities, including installed capacity and energy settlement and administration. During this transition period, no additional metering points shall be required unless otherwise agreed by the parties. ● Provide meter reading route information and software/hardware support to the Company field organization for the collection and management of Granite State electric meter data using Itron's (PP4 or FCS) system with an interface to the CSS customer system. (Note: Actual Meter Reading process is performed by the Company field organization which will interact with the Meter Data Services Non-Interval support organization). ● Develop and post monthly class average customer load profiles for multiple uses and users including but not limited to: Meter Data Service's Settlement group for market settlement; Electric Pricing for cost of service studies which support the Company's electric rate cases; and Energy Suppliers for a variety of marketing and financial tasks. ● Prepare rate class allocators for cost of service studies to support rate filings and respond to related regulator information requests. ● Support a variety of load research related ad hoc requests, and perform special studies related to regulation and energy suppliers including, but not limited to reporting the Company's total class peak demand and reporting the Company's annual peak loads and number of customers by zone and class

	<ul style="list-style-type: none"> • Store data covered hereunder, and make such data accessible to systems used for reporting and forecasting of loads; • Assist with the development of new data collection and load data storage systems; and • Assist with all aspects of load reporting as needed to maintain all regulatory reporting requirements.
Transition Period:	18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Thomas Amerige - Director Meter Data Services Michael Murphy – Manager Meter Data Services
Company Service Representative	Daniel Mahoney – Supervisor Meter data Services

F. REGULATORY SUPPORT

Service: Reg - 1	Regulatory Support – General
Detail:	<p>To the extent requested by the Company, the Seller shall provide regulatory support services generally consistent with the support provided to the Company prior to the Transition Period, including: (i) tariff development, maintenance, and administration, (ii) regulatory monitoring, (iii) assisting with responses to inquiries from regulators, and (iv) consulting/training generally on regulatory issues. In connection therewith, the Seller shall also support 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>If requested by the Company, 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. Should the Company request the Seller to represent it at a regulatory meeting or call, the Seller’s regulatory personnel will coordinate with the Company with regard to the positions to be taken and the decisions and/or votes to be made on behalf of 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</p>

	<p>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> <p>Upon request by the Company, the Seller will provide consultation regarding prior Company base rate cases and settlements that are the basis for current cost recovery embedded in base rates. The Seller will not be responsible for preparation of any general base rate cases including, but not limited to, revenue requirement, allocated costs of service and rate design, rate tariffs or testimony¹.</p>
Term:	12-18 months
Fee:	Direct Charges
Seller Service Representative	Michael Laflamme, Vice President of Regulation and Pricing
Company Service Representative	ChristiAne Mason, Director/Head of Regulatory, Government & Community

Service: Reg - 2	Regulatory Reporting
Detail:	<p>Prior to the Transition Period, the parties shall develop a list of the filings that the Company may require assistance from Seller in preparing. For reports filed annually or semi-annually, the Seller may be requested to prepare the first filing in each category after the Closing, after which the Seller's support shall consist of advice and consultation in support Company's filing of such report. For reports filed on a quarterly or ad hoc basis, the Seller may be requested to prepare those reports for the first year. For reports filed on a monthly basis, the Seller may be requested to prepare those reports for the first six months. The Company shall prepare subsequent reports, subject to the availability of the underlying reports from either its own systems or the Sellers systems and resources. In all cases, the Company will provide the Seller ample notice of the request to the Seller to prepare filings. Such notice requirements are defined below for each filing. Seller's employees shall testify on behalf of the Company in regulatory proceedings in cases where the Seller has prepared the analysis and filing. The Seller will not testify to any filings that it has not prepared in full. Seller's employees shall be available to assist</p>

¹ This limitation does not relate to the access to, or transfer of, historical Company data to the Buyer. National Grid will transfer, or provide access to, records belonging to the Company pursuant to the terms of the Stock Purchase Agreement and the Transfer of Records Letter Agreement between National Grid and Liberty Energy.

	<p>with witness preparation or other support, as reasonably required. The Seller will not be required to prepare any type of filings it has not prepared prior to the Closing.</p> <p>In accordance to the above, Seller may be requested to prepare and attest to the following annual filings, but not limited to:</p> <ul style="list-style-type: none"> • REP / VMP Reliability Enhancement and Vegetation Management expenditures - Annual - Feb '12. • Storm Fund Report – Annual - Apr '12. • Annual Earnings Report – Annual - May '12. • REP/VMP Annual Reconciliation Filing – Annual - May '12. • Retail Rate Filing (Reconciliations) – Annual - Nov '12. (Notice: 60 days) • Green-Up Reconciliation and Tariff Page – Annual - Nov '12. (Notice: 30 days) • CTA Filing (Notice: 60 days) <p>Seller may be requested to prepare and attest to the following monthly and quarterly filings, but not limited to:</p> <ul style="list-style-type: none"> • EAP (Electric Assistance Program) - Monthly, by the 15th. (Notice: 30 days) • F-1 Supplemental (5/15 ext to 7/31) - Immediately following filing of the FERC form F-1, - Quarterly – Jan '12, Apr '12, Jul '12, Oct '12. (Notice: 30 days) • Default Service Rate– Quarterly - Mar '12; Jun '12; Sep '12; Dec '12 . (Notice: 30 days) • Default Service Rate Tariff Compliance Filing - Within 30 days of the date of the Default Service Rate Order – Quarterly - May '12; Aug '12; Nov '12. • Customer Migration Report – Quarterly - Jan '12; Apr '12, Jul '12, Oct '12. (Notice 30 days) • Reconciliation Report - Quarterly - Feb '12; May '12; Aug '12 (Notice: 60 days) <p>In addition, the Seller shall 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, the reports listed above.</p>
Term:	12-18 months
Fee:	Direct Charges
Seller Service Representative	Jeanne Lloyd - Manager Electric Pricing NE

Company Service Representative	Meera Reynolds, Utility Analyst
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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.
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Sharareh Goldsmith – Manager, Information Records Mgmt
Company Service Representative	TBD

<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, 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.

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>
Transition Period:	12 months
Fee:	Allocated Costs
Seller Service Representative	Sharareh Goldsmith – Manager, Information Records Mgmt
Company Service Representative	ChristiAne Mason – Director, Regulatory & Gov't Affairs/ Manager, Financial Planning & Analysis (Liberty Energy)

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 Seller 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.

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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Donald Stahlin – IS Solution Delivery
Company Service Representative	David Carleton – Director IT

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 as of Close in an archive accessible format for certain key employees only on or within days after closing • The Seller shall also route email messages to the Company for an agreed upon period following.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Andy Gould – IS Infrastructure Support
Company Service Representative	David Carleton – Director IT

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.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Andy Gould – IS Infrastructure Support
Company Service Representative	David Carleton – Director IT

Service: IT - 4	Client Services
Detail:	<p>The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including:</p> <ul style="list-style-type: none"> • Installation of software packages, computer setup, virus control, and coordination for network and hardware support • Desktop and Laptop PC's. Support for the desktop and laptop PC's currently in use at the Company to access and operate Seller's applications. • Standard Desktop. Support for the basic set of Seller desktop applications, including: Windows XP Professional SP3, Internet Explorer, MS-Office 2003 Professional, Mainframe Transition Periodical Emulation. • Field PC's and Mobile Electronic Devices. Support for the mobile electronic field equipment used by the Company's field personnel, including: hardened laptops, field handheld computers, AVLS devices, cellular modems. • Truck-mounted Mobile Field Equipment: Support and maintain truck-mounted field equipment required to access and operate the Seller's application systems used by the Company. • Printers, Copiers & Fax's. Support for printers, copiers and FAX machines currently installed at the Company. • Continued help desk services via telephone or desk side appointments
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Duane Bloomfield – IS Services Lead, Harold Pinsker – IS Service Integration
Company Service Representative	David Carleton – Director IT

Service: IT - 5	Contracts & Licenses
Detail:	<p>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:</p> <ul style="list-style-type: none"> • Assist the Company with the identification of software licenses that are currently used solely by the Company and required to support the operations of the Company.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Robert Lorkiewicz – Contract/Commercial Manager
Company Service Representative	David Carleton – Director IT

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"> • File Servers - Support and maintain the MS-Windows 2003 File Servers currently used by the Company. • Unix Servers – Support and maintain the Unix servers currently used by the Company. • Mainframe – Support and maintain the mainframe environment currently used by the Company. • Storage – Support and maintain the storage hardware currently used by the Company. <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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Paul Circolone – IS Infrastructure Support, Earl Briggs – IS Infrastructure Support
Company Service Representative	David Carleton – Director IT

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>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. <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>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Ed Brodsky & Alex Scherer – Network & Telecom.
Company Service Representative	David Carleton – Director IT

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/GMS 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>Gas GMS-SCADA System</u>. Support for the currently installed Telvent OASyS/DNA (tr) Gas SCADA/GMS hardware and software that are needed to monitor and control the Company’s gas distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions.
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Bill Mays – IS Energy Management Systems
Company Service Representative	David Carleton – Director IT

Service: IT - 9	Security Services
Detail:	<p>The Seller shall maintain existing security systems, infrastructure and processes for the Company for purposes of securing access to business applications, infrastructure and in order to support cyber security requirements.</p>
Transition Period:	12-18 months
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Mike Andreozzi – IS Security
Company Service Representative	David Carleton – Director IT

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.

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.

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 Project Plans (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 Project Plans; and

 - 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 Project Plans.

- a. It is anticipated the Seller will provide each Service for the corresponding term set forth in this Schedule A.
- b. The parties have prepared, and will continue to develop, project plans (the “Project Plans”) setting forth the following information with regard to the transition of 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 Project Plans with the understanding that the initial templates will be finalized within twenty Business Days following the Closing Date.
- d. The Project Plans 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 Project Plans, the Parties will discuss a mutually agreeable schedule for early transition of such Service.

4. Service Transition Notice.

- a. For each Service, approximately thirty (30) days prior to the anticipated transition date (as set forth in the Project Plans), 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 Transition 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 Transition 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 Transition 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.

V. TRANSITION PERIOD.

The estimated Transition Periods for each of the Services is set forth in Section III above. These Transition Periods represent the Parties' good faith estimates of the time required to transition responsibility for providing each Service from the Seller to the Company and/or Buyer. While certain Services may require a longer Transition Period, the Parties' expect that most, if not all, of the Services will require no more than twenty-four (24) months following the Closing Date to transition to the Company. Notwithstanding such estimates, the Parties agree that the Transition Period for a particular Service will be extended, as necessary, in the event the Company requires such Service for a longer Transition Period than the Transition Period estimated above; provided that (i) the Company gives the Seller not less than forty-five (45) days prior written notice of the need to extend the Transition Period beyond the estimated Transition Period (which notice shall include an estimate of the required extension Transition Period and a reasonably detailed description of the action items required to complete the transition of the applicable Service), and (ii) the Company continues to utilize commercially reasonable efforts to transition the applicable Service. The Parties will memorialize any understanding to extend the Transition Period for a particular Service in an amendment to this Agreement.

VI. OVERSIGHT OF SERVICES.

The Parties have each identified a Service Representative for each of the Services who shall have primary responsibility for providing overall oversight and coordination between the Parties for such Services, including responsibility for (i) monitoring the performance of the applicable Service, (ii) monitoring the progress against schedules and milestones, (iii) establishing priorities, and approving any adjustments to, the applicable Project Plan(s) and (iv) resolving, in the first instance, issues and disputes arising in connection therewith. Among other things, the Service Representatives shall:

- (1) determine the schedule and process for the transition of Services to the Company and/or Buyer;
- (2) review and discuss reports and other data pertaining to the Seller's performance of the Services;
- (3) identify any unanticipated obstacles, delays, or problems in connection with the provision of Services, and recommend steps to resolve the same;
- (4) provide timely information with respect to budgets and invoiced costs during the Transition Period, and address significant variances between estimated and actual costs;
- (5) to the extent determined necessary, adjust or otherwise modify the Project Plans from time to time in light of experience developed during the Transition Period; and
- (6) engage in such other activities with respect to the oversight, coordination and administration of this Agreement as may be deemed necessary, appropriate or advisable.

Any disputes between the Parties with respect to the items described in this section shall be resolved in accordance with the Complaint Escalation procedures described in Section I above.

VII. IT TRANSITION MANAGEMENT

A. Background. The Company currently utilizes the information technology (IT) systems and infrastructure of Seller and its affiliates, including, without limitation, the Seller's customer billing system, financial systems, data centers, outage management system, communications network and work management system. During the Transition Period, the Company will transition from the Seller's IT systems to comparable systems of Buyer (the "IT Transition"). It is the Parties' intent that the IT Transition will be seamless to Company and other stakeholders, while at the same time be managed in a way that minimizes implementation and other costs associated with the transition to the Buyer's IT systems. In furtherance of the foregoing, this Section VII memorializes the Parties' understanding concerning their respective responsibilities for the IT Transition.

B. IT Transition Lead. The Parties shall jointly appoint a dedicated, senior IT professional to lead the IT Transition (the "IT Transition Lead") who shall assume overall managerial responsibility for the IT Transition (a Service as defined in Section 1.1 of the Amended and Restated Transition Service Agreement). The IT Transition Lead shall report directly to the Transition Steering Committee with regard to the IT Transition.

The IT Transition Lead shall initially be Madalyn Hanley, Seller's IS Head of Relationship FSSC. Should the need arise to replace the IT Transition Lead, the Transition Steering Committee shall appoint a mutually agreeable substitute and notify the Commission.

C. IT Transition Oversight. While ultimate decision making authority with regard to the implementation of the Buyer's IT systems will rest with the Buyer, the IT Transition Lead, in consultation with Buyer's Director of IT, David Carleton, shall have direct responsibility for, and shall oversee all aspects of, the IT Transition. Specifically, the IT Transition Lead, in consultation with Buyer's Director of IT, shall be charged with (i) directing the project planning for the IT Transition, (ii) monitoring the Parties' progress against the Project Plans, (iii) developing budgets for the IT Transition, (iv) managing the IT Services provided by Seller pursuant to this Agreement and (v) general oversight of vendors providing services to the Company in connection with the IT Transition. In addition, the IT Transition Lead and Buyer's Director of IT shall be consulted with respect to all significant decisions concerning the IT Transition.

D. IT Transition Committee. The Parties shall establish an IT Transition committee (the "IT Transition Committee"), to be chaired by the IT Transition Lead, which shall consist of senior IT representatives and consultants of both Parties. The IT Transition Committee shall coordinate the Parties' effort with regard to the IT Transition, including monitoring progress against schedules and milestones, establishing priorities, approving any adjustments to the relevant Project Plans and resolving, in the first instance, issues and disputes arising in connection therewith.

The IT Transition issues to be considered by the IT Transition Committee include, but are not limited to, the following:

- Resource and manpower allocations for the IT Transition
- Ongoing development of the Project Plans
- Tracking IT Transition milestones
- System architecture
- Data Migration
- Readiness testing and cutover procedures

E. Reporting and Meetings.

(1) The IT Transition Lead shall conduct weekly review meetings with the IT Transition Committee. During such meetings, the IT Transition Committee will consider progress to date and make recommendations to ensure that any IT Transition milestones are achieved by scheduled completion dates and within budget.

(2) Following each meeting, the IT Transition Committee shall prepare a written update on the status of the IT Transition.

(3) The IT Transition Lead shall regularly report into the Transition Steering Committee with regard to the progress of the IT Transition.

F. Cooperation. The Parties will provide such mutual cooperation and assistance as reasonably required to effectuate the IT Transition. Such cooperation and assistance shall include Seller providing to Buyer ongoing technical consultation with regard to Seller's IT systems as may be reasonably required in connection with the IT Transition. The IT Transition Lead shall be the principal point of contact for obtaining the foregoing.

G. Capital Expenditures. Buyer/Company shall be responsible for the cost of all capital expenditures in connection with the IT Transition.

H. Cost and Expenses. This Service shall be costed and billed pursuant to Section II of this Schedule A.

SCHEDULE A II ATTACHMENT
Initial Cost Estimates for Services
Requested as of Day 1

Granite State

Functional Area	TSA Designation	Description	Service to be provided (Yes/No)	Monthly Estimated TSA Billing (\$,000's)*		Total
				Estimated Labor	Estimated Non-labor	
Human Resources						
	HR -1	Payroll	YES	1	1	2
	HR -2	Employee Benefits	YES	4	11	16
	HR -3	Pension Administration	YES	1	0	1
	HR -4	Labor Relations	NO			
	HR -5	Staffing Support	NO			
Subtotal:				6	12	18
Finance						
	Fin -1	Financial Reporting	NO			
	Fin -2	Accounting Consulting	YES	11	18	29
	Fin -3	Financial Training	YES	1	0	1
	Fin -4	Accounts Payable	NO			
	Fin -5	Accounts Payable Consulting	YES	0	0	0
	Fin -6	Cash Mgmt	YES	1	3	5
	Fin -7	Tax consulting	YES	2	0	2
	Fin -8	Property Tax	YES	4	0	4
	Fin -9	Claims Handling	NO			
Subtotal:				19	22	41
Operations						
	Elec Ops - 1	Planned Major Mtn	YES	0	0	0
	Elec Ops - 2	Emergency Mtn & Tech Svcs	YES	0	0	0
	Elec Ops - 3	Field Crew Dispatch & Scheduling	YES	25	0	25
	Elec Ops - 4	Electric Eng & Design	YES	6	0	6
	Elec Ops - 5	Resource & Workload Planning	YES	2	0	2
	Elec Ops - 6	Electric Fdr , Sub T and Sub Asset Planning	YES	5	0	5
	Elec Ops - 7	Sub Mtn Programs /Engineering	YES	51	2	53
	Elec Ops - 8	Vegetation Management	YES	0	0	0
	Elec Ops - 9	Customer Meter Support	YES	22	0	22
	Elec Ops - 10	Electric Meter Shop	YES	0	0	0
	Elec Ops - 11	Electric Lab	YES	5	0	5
	Elec Ops - 12	Infrared Testing	YES	0	0	0
	Elec Ops - 13	Mapping & Records	YES	0	0	0
	Elec Ops - 14	Relay & Protection	YES	22	0	22
	Elec Ops - 15	Codes & Standards	YES	9	0	9
	Elec Ops - 16	Mutual Assistance	YES	0	0	0
	Elec Ops - 17	Business Continuity & Emergency Logistics	YES	1	0	1
Subtotal:				149	2	150
Energy Solutions Delivery & Efficiency						
	ESD&E -1	Energy Efficiency	YES	0	0	0
	ESD&E -2	C&I Sales/Support	YES	0	0	0
Subtotal:				0	0	0
Energy Control & Supply In ops						
	Energy Supply -1	Network Control	YES	14	0	15
	Energy Supply -2	Load Forecasting	YES	1	0	1
	Energy Supply -3	Energy Procurement	YES	7	0	8
	Energy Supply -4	Energy Procurement Consulting	YES	0	0	0
	Energy Supply -5	Distributed Generation Svcs	YES	0	0	0
Subtotal:				23	1	24
Project Management Ops						
	PM-1	Project Mgmt Svcs	YES	5	52	57
	PM-2	Cost Mgmt	NO			
Subtotal:				5	52	57
Health, Safety & Environment						
	HS&E-1	HS&E Monitoring,Reporting Compliance & Training	YES	1	1	2
	HS&E-2	Health & Safety Fld Support	YES	1	0	1
	HS&E-3	Technical Training	YES	1	3	4
	HS&E-4	Environmental Compliance	NO			
	HS&E-5	Environmental Field Support	NO			
	HS&E-6	Spill Control Response	NO			
	HS&E-7	Environmental Reg Support & Consultation	NO			
	HS&E-8	Licenses, Permits & Orders	NO			
Subtotal:				3	4	7
Security						
	Security -1	Site Services	YES	1	1	2
	Security -2	Security Consulting	YES	0	0	0
Subtotal:				1	1	2
Supply Chain & Inventory						
	Supply -1	Supply Chain Mgmt	NO			
	Supply -2	Mat Mgmt System Support	NO			
	Supply -3	Supplier Contracts	YES	2	0	2
	Supply -4	Warehouse Access	NO			
	Supply -5	Fleet Services	NO			
Subtotal:				2	0	2
Customer Service						
	CS -1	Call Center Ops	YES	13	33	46
	CS -2	Meter Rdg, Billing & Payment Processing	YES	2	0	2
	CS -3	Collections Support	YES	9	38	47
	CS -4	New Business Admin	YES	34	79	113
	CS -5	Revenue Protection	YES	1	0	1
	CS -6	Customer Data Migration	YES	2	0	2
	ESD&E -2	C&I Sales/Support	YES	0	0	0
Subtotal:				62	150	211
Regulatory Support						
	RS-1	General	YES	7	3	11
	RS-2	Regulatory Reporting	YES	1	0	1
Subtotal:				8	3	12
Records Management						
	RM -1	Identification of Books & Records	YES	0	0	0
	RM-2	Seperation & Transfer of Books & Records	YES	0	0	0
Subtotal:				0	0	0
IT						
	IT-1	Business Applications	YES	3	3	7
	IT-2	Collaboration Services	YES	5	5	10
	IT-3	Data Centers	YES	5	5	10
	IT-4	Client services	YES	5	5	10
	IT-5	Contracts & Licenses	YES	5	5	9
	IT-6	Infrastructure Services	YES	5	5	10
	IT-7	Networking Support	YES	5	5	10
	IT-8	EMS/SCADA	YES	5	5	9
	IT-9	Security Services	YES	1	1	2
Subtotal:				38	37	76
TOTAL SERVICES				315	285	600

Note: Amounts are rounded to the nearest thousand. Where the amounts appears as "0", the estimated cost is less than \$500 per month.