

## **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

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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.

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.

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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.

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**III. SERVICE DESCRIPTIONS**

**A. GENERAL PROTOCOL**

<b>Service:</b>	Correspondence, Invoices, Notices and other Communications
<b>Detail:</b>	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.
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs

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### **B. HUMAN RESOURCES**

<b>Service: HR - 1</b>	Payroll Services
<b>Detail:</b>	<p>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.</p>
<b>Transition Period:</b>	0-6 Months
<b>Fee:</b>	Allocated Costs plus Direct Charges; the actual wages paid to Company employees will be reimbursed directly and not part of the TSA billing.
<b>Seller Service Representative</b>	Laurie Hare - Payroll Manager
<b>Company Service Representative</b>	Mark Smith - VP Human Resources/ Linda Doering, Director of Finance

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<b>Service: HR-2</b>	Employee Benefits
<b>Detail:</b>	<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 following Company's notification to Seller.</p>



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

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<b>Service: HR-3</b>	Pension Administration
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Lori Santoro - Director Benefits
<b>Company Service Representative</b>	Mark Smith - VP Human Resources

<b>Service: HR-4</b>	Labor Relations Support
<b>Detail:</b>	The Seller will provide reasonable assistance to the Company in the Company's efforts to resolve any formal grievances or

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

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<b>Service: HR-5</b>	Staffing Support
<b>Detail:</b>	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.
<b>Transition Period:</b>	Not anticipated the Company will require this Service
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Maryjane Baer – Director, Recruiting and I&D
<b>Company Service Representative</b>	Mark Smith - VP Human Resources

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### C. FINANCIAL SERVICES

#### ACCOUNTING SERVICES

<b>Service: Fin -1</b>	Financial Reporting
<b>Detail:</b>	<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"> <li>• Financial Accounting</li> <li>• Capital Accounting</li> </ul> <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"> <li>• Monthly reconciliation of fixed assets sub-ledger to the balance sheet</li> <li>• Monthly and year to date cost summary</li> <li>• Capitalized Interest Monthly Activity</li> <li>• ARO liability report – a report identifying monthly activity related to asset retirement obligations</li> </ul>
<b>Transition Period:</b>	0-6 Months
<b>Fee:</b>	Allocated Costs.
<b>Seller Service Representative</b>	Ron Boches
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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<b>Service: Fin-2</b>	Accounting Consulting
<b>Detail:</b>	The Seller will make personnel available to respond to the Company's requests for accounting support, knowledge transfer and history related to the Company' financial statements.
<b>Transition Period:</b>	6-12 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Mike Wald – Manager, Accounting
<b>Company Service Representative</b>	Linda Doering - Director of Finance

<b>Service: Fin-3</b>	Financial Training Service
<b>Detail:</b>	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.
<b>Transition Period:</b>	6-12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Mike Wald – Manager, Accounting
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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### ACCOUNTS PAYABLE

<b>Service: Fin-4</b>	Accounts Payable Processes
<b>Detail:</b>	<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"> <li>• 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</li> <li>• Continue to keep the procurement cards, travel and expense cards and gas cards active for use by Continuing Employees</li> <li>• Utilize its AP system to manage the AP process</li> <li>• Make payments from its disbursement account</li> <li>• On a monthly basis, provide Company with details of all disbursements for Company made by the Seller on behalf of the Company</li> <li>• On a monthly basis, provide Company with a report for expenses associated with the Company including the requisitioner's name</li> <li>• At month end, provide the Company with support for un-invoiced receipts and agree to general ledger account</li> <li>• Provide the Company a monthly reconciliation of the AP sub-ledger to the general ledger, and reconcile in a timely manner any variations</li> <li>• 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</li> <li>• 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</li> <li>• Provide available copies of any W-9 for vendors used by the Company</li> </ul>
<b>Transition Period:</b>	0-6 Months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	John Napolitano – Lead Program Manager
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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<b>Service: Fin-5</b>	Accounts Payable Consulting
<b>Detail:</b>	The Seller will make subject matter experts available to respond to questions from the Company regarding any AP services previously provided by the Seller.
<b>Transition Period:</b>	0-6 Months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	John Napolitano – Lead Program Manager
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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### TREASURY

<b>Service: Fin-6</b>	Cash Management
<b>Detail:</b>	<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"> <li>• Payments by a customer incorrectly identified</li> <li>• Materials ordered by the Seller prior to the Transition Period for use on the Company's capital projects</li> <li>• Refunds or billings that apply to a period that includes the Transition Period</li> <li>• Disbursements inadvertently made on behalf of the Company from an account of the Seller or any of its Affiliates</li> </ul> <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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Chris DiGiglio – Director, Cash Management
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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### TAX

<b>Service: Fin-7</b>	Tax Consulting Service
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12-24 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Arthur Kiperberg - Director, US Income Tax Reporting
<b>Company Service Representative</b>	Susan Wan – Director of Tax

<b>Service: Fin-8</b>	Property Tax Services
<b>Detail:</b>	<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>
<b>Transition Period:</b>	6-12 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Paula Leaverton – Manager, Property Tax
<b>Company Service Representative</b>	Linda Doering - Director of Finance

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### MISC

<b>Service: Fin-9</b>	Claims Handling/Investigation
<b>Detail:</b>	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.
<b>Transition Period:</b>	6-12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Joseph Weber – Director, Claims
<b>Company Service Representative</b>	Paul Kinch, Manager of Accounting

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### **D. OPERATIONS - GRANITE STATE**

#### **MAINTENANCE & CAPITAL PROGRAMS**

<b>Service:</b> <b>Elec Ops - 1</b>	Planned Major Maintenance & Capital Construction
<b>Detail:</b>	<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"> <li>• Development of work scope;</li> <li>• Produce work plans, schedules and budgets</li> <li>• Define material and service requirements</li> <li>• Produce relevant specifications and requests for proposals to be issued to contractors and suppliers</li> <li>• Assist with negotiations and award contracts for materials and services</li> <li>• Construction and project management for the execution of the work</li> <li>• Execution of the maintenance work</li> <li>• Project close-out including cost settlement, reporting and documentation</li> </ul>
<b>Transition Period:</b>	18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Mark Phillips - Manager
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

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<b>Service:</b> <b>Elec Ops - 2</b>	Emergency Maintenance Engineering and Technical Services
<b>Detail:</b>	<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"> <li>• Assessment of equipment performance issues</li> <li>• Identification and evaluation of repair or replacement options</li> <li>• Development of repair or replacement work scope</li> <li>• Recommendations of materials, supplies and third party services to effectively complete repairs or maintenance</li> <li>• Provide recommendations on personnel, tools and equipment to perform the repair</li> <li>• Provide assistance with the oversight of respective staff performing the activities</li> <li>• Provide technical advice to address issues identified during the execution of the work requested</li> <li>• Provide technical and procurement advice with regard to adequate sparing of transformers, cable, and substation equipment</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Marie Jordan - VP Electric System Engineering
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

<b>Service:</b> <b>Elec Ops - 3</b>	Field Crew Dispatching and Scheduling
<b>Detail:</b>	<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"> <li>• Dispatching non-emergency Customer Meter Services work orders</li> <li>• Dispatching non-emergency "filler work " for trouble workers</li> <li>• Scheduling and assignment of non emergency customer meter services work orders</li> <li>• Continuous monitoring and optimization of daily work load and resource needs</li> <li>• Update resources for both CMS and trouble workers</li> </ul>

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

<b>Service:</b> <b>Elec Ops - 4</b>	Electric Engineering and Design
<b>Detail:</b>	<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"> <li>• Project Engineering and Design (Field Work)</li> <li>• Project Engineering and Design (Central Design)</li> <li>• Power Quality Monitoring (in addition to simple voltage/current monitoring performed by Design)</li> <li>• General Engineering Supervision</li> <li>• Underground cable testing and fault finding</li> <li>• Assisting with property rights issues (non-legal)</li> <li>• Prepare permit applications</li> </ul>
<b>Transition Period:</b>	18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Bob Brawley – Director, Distribution Design
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

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<b>Service:</b> <b>Elec Ops - 5</b>	Resource and Workload Planning
<b>Detail:</b>	<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"> <li>• Assist with developing and tracking five-year capex and asset management plan; assist with asset strategy and planning recommendations</li> <li>• Coordinate with local distribution management and contract delivery management to determine job resource allocation</li> <li>• Coordinate, prioritize, and reprioritize the fiscal year plan based on operational requirements, workload needs, and investment management network strategy recommendations</li> <li>• Assist with developing work plan based on approved and resourced budget</li> <li>• Manage Digsafe/Re-Dig permits</li> <li>• Prepare permit applications</li> <li>• Assembly of work packages</li> <li>• Initiate work</li> <li>• Create work orders</li> <li>• Handle customer interactions with regard to schedule and complaints</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Jim Patterson - Manager Distribution
<b>Company Service Representative</b>	Chris Brouillard – Director of Engineering

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<b>Service:</b> <b>Elec Ops - 6</b>	Electric Feeder, Sub-Transmission and Substation Asset Planning
<b>Detail:</b>	<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"> <li>• Capacity Planning Review for feeders, transformers and sub-T lines. Annual review &amp; tactical studies, as needed</li> <li>• Reliability Reviews for same</li> <li>• Prepare investment grade estimates for planning initiatives</li> <li>• Implement asset strategies for targeted feeder and substation equipment</li> <li>• Review large new load interconnections &amp; recommend infrastructure reinforcement</li> <li>• Conduct interconnection studies for new generation installed on distribution and sub-transmission system EMS/PI</li> <li>• Develop device control settings for feeder breakers, line reclosers, line regulators and line capacitors</li> <li>• Prepare annual regulatory reports, respond to regulatory dockets as needed, support permitting and licensing activities as needed</li> </ul>
<b>Transition Period:</b>	18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Rob Sheridan – Director Asset Management
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering



## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 7</b>	Substation Maintenance Programs/Substation Engineering
<b>Detail:</b>	<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"> <li>• Provide technical support for emergency and planned substation equipment maintenance, repair, and replacement</li> <li>• Support for substation construction including but not limited to: <ul style="list-style-type: none"> <li>○ Substation engineering and design</li> <li>○ <u>Protection and Control systems engineering and design</u></li> <li>○ Material specification and ordering</li> <li>○ Development of construction timeline</li> <li>○ Permitting support</li> <li>○ Municipal and agency support for construction</li> <li>○ Project management, including coordination of different departments throughout the construction period</li> </ul> </li> </ul>
<b>Transition Period:</b>	18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	John Gavin - Director Substation Engineering
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 8</b>	Vegetation Management
<b>Detail:</b>	<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"> <li>• General supervision and management of the vegetation management program</li> <li>• Assistance with the preparation of related regulatory filings</li> <li>• Assistance with vendor management, including oversight, contracting and invoicing</li> </ul>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	<p>Anne Marie Moran – Manager Distribution Forestry</p> <p>Craig Allen – Manager Vegetation Asset Strategy</p>
<b>Company Service Representative</b>	Kurt Demmer - Director Electric Operations

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 9</b>	Customer Meter Support
<b>Detail:</b>	<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"> <li>• Meter reading program support <ul style="list-style-type: none"> <li>○ Manage and establish metering routes</li> <li>○ Collect/process reads for billing</li> <li>○ Create read percentage and other associated reports</li> <li>○ 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</li> </ul> </li> <li>• Local clerical support <ul style="list-style-type: none"> <li>○ Reconcile field collections receipts</li> <li>○ Time entry</li> <li>○ Local work dispatching</li> <li>○ Provide information to field workers</li> <li>○ Local productivity/meter reading reports</li> <li>○ Coordinate customer letters, phone calls and appointments</li> <li>○ Maintain complex metering files</li> <li>○ Maintain in service meter inventory</li> </ul> </li> <li>• Local Work Orders <ul style="list-style-type: none"> <li>○ Create Daily Customer Work Orders</li> <li>○ Down/Up Load Work (work order system)</li> <li>○ Productivity Reports</li> <li>○ Mobile Device Support</li> </ul> </li> </ul>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Christopher Gibb – Director, Meter Services and Robert Preshong - Director Metering Services
<b>Company Service Representative</b>	Kurt Demmer - Director Electric Operations

<b>Service:</b> <b>Elec Ops - 10</b>	Electric Meter Shop
<b>Detail:</b>	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:

## SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none"> <li>• Managing inventory</li> <li>• Performing bench meter tests for: <ul style="list-style-type: none"> <li>○ Customer and regulator inquiries/complaints</li> <li>○ Regulator-mandated testing programs</li> <li>○ Pre-test reinstallation meters</li> <li>○ Test certain percentage of new meters</li> </ul> </li> <li>• Programming electronic meters</li> <li>• Providing general tech support re meter application</li> <li>• Processing meters for reuse in field after remove or exchange</li> <li>• PUC-mandated meter programs <ul style="list-style-type: none"> <li>○ Coordinates with vendor to create a random list of installed meters by model to be exchanged</li> <li>○ Feeds list provided into Statistical Analysis program</li> <li>○ Monitors test results by ANSI standards (remove outliers and creates separate reports as required by PUC)</li> <li>○ Creates year end reports to be delivered to PUC</li> </ul> </li> <li>• Follows up w/ PUC requests for additional info</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	James Kelly – Manager Lab & Testing Services
<b>Company Service Representative</b>	Kurt Demmer - Director Electric Operations

<b>Service: Elec Ops - 11</b>	Electric Lab (testing and calibration of tools, equipment, and PPE)
<b>Detail:</b>	<p>The Seller's Electric Lab will continue to support the Company in a manner consistent with the provision of services prior to the Transition Period, including:</p> <ul style="list-style-type: none"> <li>• Rubber Goods Testing and Maintenance</li> <li>• Bucket Dielectric Testing</li> <li>• Instrument Calibration</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	James Kelly – Manager Lab & Testing Services
<b>Company Service Representative</b>	Kurt Demmer - Director Electric Operations

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 12</b>	Infrared (IR) Testing
<b>Detail:</b>	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.
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	James Kelly – Manager Lab & Testing Services
<b>Company Service Representative</b>	Kurt Demmer - Director Electric Operations

<b>Service:</b> <b>Elec Ops - 13</b>	Mapping & Records
<b>Detail:</b>	<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"> <li>• GIS Map updates (non design jobs)</li> <li>• IS400 updates and changes</li> <li>• RCC CAD Print update/create for Distribution Feeders</li> <li>• PowerOn (Outage Management System) updates/changes</li> <li>• Update/Convert existing paper maps to CAD/GIS</li> <li>• Large Project Map creation</li> <li>• Municipal/Regulatory Map Requests (petitions, etc.)</li> <li>• Easement drawings</li> <li>• Work completion (as-built and administration)</li> <li>• Clerical and General Administration</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Michael Yarbrough - Service Div Support Services and Brian Miller – Manager, Maps & Records
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 14</b>	Relay and Protection
<b>Detail:</b>	<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"> <li>• Routine maintenance (6 yr schedule); test protective relays; measure current, voltage, and phase angles; AC/DC testing for tripping, reclosing</li> <li>• Emergency troubleshooting</li> <li>• Setting changes on breakers/reclosers</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Mark Peterson - Manager Protection & Telecom Ops
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

<b>Service:</b> <b>Elec Ops - 15</b>	Codes and Standards
<b>Detail:</b>	<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"> <li>• Develop, manage, maintain and issue Operating &amp; Maintenance (O&amp;M) and Emergency manuals and procedures</li> <li>• Monitor applicable regulations to ensure timely updates of manuals and procedures</li> <li>• Maintain standards and policies to ensure that all activities comply with state and federal regulations</li> <li>• Coordinate ongoing communication of updates to codes &amp; standards (e.g., construction codes) from third-party sources</li> </ul>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Girard Purdy - Manager Work Methods NE/NY
<b>Company Service Representative</b>	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

## SCHEDULE A TRANSITION SERVICES

### MUTUAL ASSISTANCE & BUSINESS CONTINUITY

<b>Service:</b> <b>Elec Ops - 16</b>	Mutual Assistance
<b>Detail:</b>	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.
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Kathy Lyford – VP Maintenance & Construction
<b>Company Service Representative</b>	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Elec Ops - 17</b>	Business Continuity Support and Emergency Logistics
<b>Detail:</b>	<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"> <li>• IT support for business continuation</li> <li>• Storm response logistical coordination</li> <li>• Storm Room operations</li> <li>• Restoration planning and training</li> <li>• Maintain Emergency Response Plans and file annually with regulators</li> <li>• Maintain restoration assignment lists</li> <li>• Coordinate Mutual Assistance</li> <li>• Provide assistance for storm outside crew coordination and invoicing</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Jeff Merritt – Director, Operations
<b>Company Service Representative</b>	Tim Deppmeyer - Manager, Compliance, Quality & Emergency Planning



## SCHEDULE A TRANSITION SERVICES

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

**SCHEDULE A**  
**TRANSITION SERVICES**  
**ENERGY SOLUTIONS DELIVERY & EFFICIENCY**

<b>Service:</b> <b>ESD&amp;E -1</b>	Energy Efficiency Programs
<b>Detail:</b>	<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"> <li>• Energy efficiency analysts will assist with managing rebate and DSM programs.</li> <li>• 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.</li> <li>• Support Forward Capacity Market reporting.</li> <li>• Assist with the deployment and management of evaluation of energy efficiency programs and update savings for program.</li> <li>• 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.</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Carol White, Director, Program Strategy - MA
<b>Company Service Representative</b>	Eric Stanley – Manager Energy Efficiency and Customer Programs

<b>Service:</b> <b>ESD&amp;E -2</b>	Sales/Support for Commercial, Industrial and Municipal Customers
<b>Detail:</b>	<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"> <li>• Municipal street lighting programs</li> <li>• Planned outage support</li> </ul>

## SCHEDULE A TRANSITION SERVICES

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

## SCHEDULE A TRANSITION SERVICES

### ENERGY CONTROL & SUPPLY

<b>Service:</b> <b>Energy Supply - 1</b>	Electric Network Control
<b>Detail:</b>	<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"> <li>• Electric System Operations - operate and manage electric system to meet load needs, respond to abnormal operating conditions, manage system alarms</li> <li>• Manage system operating procedures</li> <li>• Sub-transmission Switching (Planned)</li> <li>• Distribution Circuits Switching (Planned)</li> <li>• Storm Dispatch</li> <li>• Storm Switching Restoration and Repair</li> <li>• Off-Hour Crew Call out</li> </ul>
<b>Transition Period:</b>	12-24 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Mike Gallagher – Manager, Distribution Network Ops
<b>Company Service Representative</b>	Norm Gallagher - Manager, Production, Dispatch & Control

<b>Service:</b> <b>Energy Supply - 2</b>	Electric Load Forecasting
<b>Detail:</b>	<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"> <li>• Develop, prepare and submit electric demand and energy forecasts and customer requirements forecasts that support electric rate recovery filings and integrated resource plans</li> <li>• Represent the Company in regulatory proceedings (e.g. bi-annual Integrated Resource Planning dockets) through written filings, data responses and testimony.</li> <li>• <u>Legal interface.</u> Coordinate with legal counsel on the</li> </ul>

## SCHEDULE A TRANSITION SERVICES

	<p>submission and litigation of regulatory filings.</p> <ul style="list-style-type: none"> <li>• <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).</li> <li>• <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.</li> </ul> <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"> <li>• <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.</li> <li>• <u>Model Development</u> - build the statistical models that are used to forecast electric demand &amp; energy by customer class and rate class and customer requirements for the system as a whole.</li> <li>• <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.</li> <li>• <u>Internal Interface</u> – provide timely peak day customer requirements forecasts to transmission &amp; 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 &amp; Pricing, Electric Revenue Forecasting).</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Joseph Gredder – Manager, Analytics, Modeling & Forecasting

## SCHEDULE A TRANSITION SERVICES

<b>Company Service Representative</b>	Chico DaFonte – Director Energy Procurement
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<b>Service:</b> <b>Energy Supply - 3</b>	Energy Procurement Services
<b>Detail:</b>	<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"> <li>• Procurement of load following power (i.e., Full Requirements Service) via quarterly RFPs to accommodate Default Service (DS) load per regulatory requirements</li> <li>• 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.</li> <li>• Procurement of Renewable Energy Certificates (RECs) (via RFPs and brokers) to satisfy the Renewable Portfolio Standards (RPS) per regulatory requirements</li> <li>• Negotiate Certificate Purchase Agreements with the REC suppliers, with the understanding that Credit Support Arrangements for these agreements shall be negotiated by the Buyer.</li> <li>• 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</li> <li>• Provide REC transactions to Rates department to include in annual reconciliation.</li> <li>• Support rulemaking process to create environmental disclosure labels for Default Service supply.</li> <li>• Prepare and submit annual RPS compliance report (every July 1<sup>st</sup>).</li> <li>• 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.</li> </ul>

## SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none"> <li>• Manage REC inventory through the ISO-NE Generation Information System (GIS)</li> <li>• Work with Back Office to verify invoices for Default Service and REC transactions. For RECs, verify delivery of RECs via GIS.</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Margaret Janzen – Director, Wholesale Electric Supply
<b>Company Service Representative</b>	Chico DaFonte – Director Energy Procurement

<b>Service:</b> <b>Energy Supply - 4</b>	Energy Procurement Consulting
<b>Detail:</b>	<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>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Margaret Janzen – Director, Wholesale Electric Supply
<b>Company Service Representative</b>	Chico DaFonte – Director Energy Procurement

<b>Service:</b> <b>Energy Supply - 5</b>	Distributed Generation Services
<b>Detail:</b>	<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"> <li>• Manage interconnection of customer owned distributed generation systems, in accordance with regulatory requirements</li> <li>• Maintain New Hampshire's interconnection requirements and related links on external corporate website.</li> </ul>

## SCHEDULE A TRANSITION SERVICES

	<ul style="list-style-type: none"> <li>• Train Customer Service Representatives to respond to customer inquiries about interconnecting distributed generation, tariff rates, timelines, etc.</li> <li>• Prepare periodic filings and reports as required by New Hampshire and Federal regulators.</li> <li>• Assure Company tariffs are up to date with all regulatory requirements pertaining to DG interconnection requirements</li> <li>• Develop internal corporate procedures for handling DG interconnections in a consistent manner</li> <li>• Develop and maintain Corporate service standards and interconnection standards that are consistent</li> <li>• Participate in utilities working groups to come up with best practices and revise DG standards to be uniformed in territory/state</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Kevin Kelly – Manager and Marie Jordan – VP Electric System Engineering
<b>Company Service Representative</b>	Chris Brouillard – Director, Engineering



## SCHEDULE A TRANSITION SERVICES

### PROJECT MANAGEMENT

<b>Service:</b> <b>Project Mgt - 1</b>	Project Management Services
<b>Detail:</b>	<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"> <li>• design engineering</li> <li>• material procurement, requisitions and expediting</li> <li>• labor procurement for specific projects for engineering &amp; design, electrical, or civil installations</li> <li>• regulatory applications, permits (federal, state and local)</li> <li>• environmental management coordination</li> <li>• construction management and safety coordination</li> <li>• project administration and accounting coordination</li> <li>• cost management and reporting</li> <li>• project close-out activities</li> <li>• project filing and records and document management</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Daniel Glenning Director, Complex Project Management
<b>Company Service Representative</b>	Chris Brouillard - Director Engineering

<b>Service:</b> <b>Project Mgt - 2</b>	Cost Management Access
<b>Detail:</b>	<p>The Seller will provide the Company capital project and O&amp;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>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs.
<b>Seller Service Representative</b>	Patrick Pensabene – Manager, FBP Operations
<b>Company Service Representative</b>	Linda Doering - Director of Finance

## SCHEDULE A TRANSITION SERVICES

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

<b>Service:</b> <b>HS&amp;E - 1</b>	Health Safety & Environment (HS&E), Regulatory Monitoring, Reporting, Compliance and Training
<b>Detail:</b>	<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&amp;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&amp;E issues applicable to the Company and its business. The Seller will provide informal training to the Company's employees responsible for such HS&amp;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>
<b>Transition Period:</b>	12 months; as needed
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	<p>Timothy Woycik - Director, Safety, Health and Environment Brian Varga - Director, Learning &amp; Development Stephanie Shepard - Director Health Management</p> <p>See Representatives for specific Services below</p>

## SCHEDULE A TRANSITION SERVICES

<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager
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<b>Service: HS&amp;E - 2</b>	Health and Safety Field Support
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Timothy Woycik - Director, Safety, Health, Environment
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy & Security and Michael Knott - EHSS Manager

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>HS&amp;E - 3</b>	Technical Training
<b>Detail:</b>	<p>The Seller, through its Learning &amp; 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"> <li>• New hire job training</li> <li>• Equipment training</li> <li>• Operator Qualifications training</li> <li>• Annual Expert Training</li> </ul> <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&amp;S requirements.</p>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	<u>Operations</u> - Brian Varga, Director Learning and Development
<b>Company Service Representative</b>	<u>Health and Environmental</u> - Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager <u>Operations</u> - Mark Smith, VP Human Resources

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>HS&amp;E - 4</b>	Environmental Compliance
<b>Detail:</b>	<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>
<b>Transition Period:</b>	<b>0-6 Months</b>
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Peter Harley – Manager, NE Env
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

<b>Service:</b> <b>HS&amp;E - 5</b>	Environmental Field Support
<b>Detail:</b>	<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>
<b>Transition Period:</b>	<b>0-6 Months</b>
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Peter Harley – Manager, NE Env
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>HS&amp;E - 6</b>	Spill Control/Response
<b>Detail:</b>	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.
<b>Transition Period:</b>	<b>0-6 Months</b>
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Peter Harley – Manager, NE Env
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

<b>Service:</b> <b>HS&amp;E - 7</b>	Environmental Regulatory Support and Consultation
<b>Detail:</b>	<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>
<b>Transition Period:</b>	<b>0-6 Months</b>
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Peter Harley – Manager, NE Env
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

<b>Service:</b> <b>HS&amp;E - 8</b>	Licenses, Permits and Orders
<b>Detail:</b>	<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</p>

## SCHEDULE A TRANSITION SERVICES

	to existing operations (including licensing and permitting for capital projects of the Company).
	The Company shall be responsible for compliance with all licenses, permits and orders for the Company's business.
<b>Transition Period:</b>	<b>0-6 Months</b>
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	TDB
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

## SCHEDULE A TRANSITION SERVICES

### SECURITY

<b>Service:</b> <b>Security - 1</b>	Site Security Services
<b>Detail:</b>	<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"> <li>• Provide security control, monitor and log services for the Company's three NERC sites and 13 electric substations</li> <li>• Coordinate security communication and response services</li> <li>• Perform annual critical-site vulnerability assessments</li> <li>• Manage contract guard service agreements</li> <li>• Provide regulatory guidance with respect to latest FERC, NERC, PHMSA and other security regulations</li> <li>• Manage, update and issue security services manuals and other written security procedures</li> <li>• Provide training and certifications, as needed</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Michael Amico – Manager, Security
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager



## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>Security -2</b>	Security Consulting
<b>Detail:</b>	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.
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Michael Amico – Manager, Security
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

<b>Service:</b> <b>Security - 3</b>	NERC/NPCC - Reliability Compliance
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Vicki M. O'Leary – Director, Reliability Compliance
<b>Company Service Representative</b>	Gaetan Mercier, Senior Manager – EHSS Strategy and Michael Knott - EHSS Manager

## SCHEDULE A TRANSITION SERVICES

### SUPPLY CHAIN AND INVENTORY MANAGEMENT

<b>Service:</b> <b>Supply - 1</b>	Supply Chain Management
<b>Detail:</b>	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.
<b>Transition Period:</b>	12-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Jim Swalec – Facilities Procurement
<b>Company Service Representative</b>	Rich Foley – Manager, Procurement/Inventory Control

<b>Service:</b> <b>Supply - 2</b>	Materials Management System Support
<b>Detail:</b>	<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"> <li>• Manage the Company's inventory control system</li> <li>• Manage stock at the Sutton facility</li> <li>• Advise as to environmental waste management issues</li> <li>• Provide for timely and adequate delivery of stock to operating yards</li> </ul>
<b>Transition Period:</b>	6-12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Craig Dikeman – Director, Inventory Management
<b>Company Service Representative</b>	Rich Foley – Manager, Procurement/Inventory Control

<b>Service:</b>	Supplier Contracts
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## SCHEDULE A TRANSITION SERVICES

<b>Supply - 3</b>	
<b>Detail:</b>	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.
<b>Transition Period:</b>	0-6 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Jim Swalec – Facilities Procurement
<b>Company Service Representative</b>	Rich Foley – Manager, Procurement/Inventory Control

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

## SCHEDULE A TRANSITION SERVICES

<b>Service: Supply - 5</b>	Fleet Services
<b>Detail:</b>	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.
<b>Transition Period:</b>	0-6
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Bill Hillbrunner -- Director, Fleet Services
<b>Company Service Representative</b>	Steve McCrodan -- Purchasing Manager

## SCHEDULE A TRANSITION SERVICES

### E. CUSTOMER SERVICES SUPPORT

<b>Service:</b> <b>CustomerSvc - 1</b>	Call Center Operations
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Nancy Cianflone – Director, Employee Development
<b>Company Service Representative</b>	Nicole Harris – Customer Service Manager

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>CustomerSvc - 2</b>	Meter Reading, Billing and Payment Processing
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Nancy Cianflone – Director, Employee Development For Meter and Meter Reading: Christopher Gibb – Director, Meter Services Mgmt
<b>Company Service Representative</b>	Nicole Harris – Customer Service Manager

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

## SCHEDULE A TRANSITION SERVICES

<b>Service:</b> <b>CustomerSvc - 4</b>	New Business Administration
<b>Detail:</b>	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).
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Brian Schuster – Director, Customer Service and Joe Basic – Director, Support Services
<b>Company Service Representative</b>	Bill Sherry – VP Customer Care

<b>Service:</b> <b>CustomerSvc - 5</b>	Revenue Protection/Diversion & Investigation
<b>Detail:</b>	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.
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Jeff Martin – Director, Billing Operations
<b>Company Service Representative</b>	Nicole Harris – Manager, Customer Service

<b>Service:</b> <b>CustomerSvc - 6</b>	Customer Data Migration
<b>Detail:</b>	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.
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Madalyn Hanley (IT)
<b>Company Service Representative</b>	David Carleton (IT) and Nicole Harris – Manager, Customer Service

<b>Service:</b> <b>CustomerSyc - 7</b>	Meter Data Services Support
<b>Detail:</b>	<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&amp;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"> <li>• 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.</li> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> <li>• Prepare rate class allocators for cost of service studies to support rate filings and respond to related regulator information requests.</li> <li>• 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</li> </ul>



	<p>Company's annual peak loads and number of customers by zone and class</p> <ul style="list-style-type: none"> <li>• Store data covered hereunder, and make such data accessible to systems used for reporting and forecasting of loads;</li> <li>• Assist with the development of new data collection and load data storage systems; and</li> <li>• Assist with all aspects of load reporting as needed to maintain all regulatory reporting requirements.</li> </ul>
<b>Transition Period:</b>	18-24 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	<p>Thomas Amerige - Director Meter Data Services</p> <p>Michael Murphy – Manager Meter Data Services</p>
<b>Company Service Representative</b>	Daniel Mahoney – Supervisor Meter data Services

#### **F. REGULATORY SUPPORT**

<b>Service:</b>	Regulatory Support – General
<b>Reg - 1</b>	
<b>Detail:</b>	<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 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 testimony<sup>1</sup>.</p>
<b>Term:</b>	12-18 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Michael Laflamme, Vice President of Regulation and Pricing
<b>Company Service Representative</b>	ChristiAne Mason, Director/Head of Regulatory, Government & Community

<b>Service:</b> <b>Reg - 2</b>	Regulatory Reporting
<b>Detail:</b>	<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</p>

<sup>1</sup> 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.

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 will not be required to prepare any type of filings it has not prepared prior to the Closing.

In accordance to the above, Seller may be requested to prepare and attest to the following annual filings, but not limited to:

- 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)

Seller may be requested to prepare and attest to the following monthly and quarterly filings, but not limited to:

- EAP (Electric Assistance Program) - Monthly, by the 15<sup>th</sup>. (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)

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.

<b>Term:</b>	12-18 months
<b>Fee:</b>	Direct Charges
<b>Seller Service Representative</b>	Jeanne Lloyd - Manager Electric Pricing NE
<b>Company Service Representative</b>	Meera Reynolds, Utility Analyst

## G. RECORDS MANAGEMENT

<b>Service: Records - 1</b>	Identification of Books and Records
<b>Detail:</b>	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.
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Sharareh Goldsmith – Manager, Information Records Mgmt
<b>Company Service Representative</b>	TBD

**TABLE 2**

Accounting	Related to the general accounting functions, plant accounting, operations accounting, revenue accounting, ledgers, reconciliation's, trial balances, journal vouchers, invoices, receivables, banking and general ledger.
Administration	Related to general administrative activities and daily office operations including associations, meetings, committees, records management (retention schedule, policy & program, classification system, destruction certificates), building and office maintenance, information systems (hardware, software, telecommunications), mail, and printing.
Business Development & Research	Related to the development of new business with respect to the Company, including economic evaluations, forecasting, market research and analysis.
Corporate	Related to the overall corporate concerns of the Company, such as Board of Directors activities, shares and shareholders, incorporation, organization, trademarks, insurance, and quality

	improvement, joint ventures, risk management.
Engineering & Construction	Related to the design, planning, scheduling and construction functions relating to facilities, standards, construction orders, quality assurance, drafting, cost estimating and surveys, facility drawings (CAD files, issued for construction, legal plans).
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.

<b>Service: Records - 2</b>	Separation and Transfer of Books and Records
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12 months
<b>Fee:</b>	Allocated Costs
<b>Seller Service Representative</b>	Sharareh Goldsmith – Manager, Information Records Mgmt
<b>Company Service Representative</b>	TBD

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## **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.

<b>Service: IT - 1</b>	Business Application Services
<b>Detail:</b>	<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"> <li>• <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.</li> <li>• <u>Front Office Systems</u>. Support for the front office systems, including: Asset Management, GIS, Work Management, Field Operations, Meter Data Systems, Project Management.</li> <li>• <u>Customer Systems</u>. Support for the two customers systems in use in New Hampshire; CSS – Granite State Electric and CRIS – Energy North Gas.</li> <li>• <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 &amp; Engineering applications.</li> <li>• <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.</li> </ul> <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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Donald Stahlin – IS Solution Delivery
<b>Company Service Representative</b>	David Carleton – Director IT



<b>Service: IT - 2</b>	Collaboration Services (E-Mail)
<b>Detail:</b>	<p>Email services for Company Employees will be transitioned as of the commencement of the Transition Period.</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• The Seller shall also route email messages to the Company for an agreed upon period following.</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Paul Circolone – IS Infrastructure Support, Andy Gould – IS Infrastructure Support
<b>Company Service Representative</b>	David Carleton – Director IT

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

<b>Service: IT - 4</b>	Client Services
<b>Detail:</b>	<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"> <li>• Installation of software packages, computer setup, virus control, and coordination for network and hardware support</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Printers, Copiers &amp; Fax's. Support for printers, copiers and FAX machines currently installed at the Company.</li> <li>• Continued help desk services via telephone or desk side appointments</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Duane Bloomfield – IS Services Lead, Harold Pinsker – IS Service Integration
<b>Company Service Representative</b>	David Carleton – Director IT

<b>Service: IT - 5</b>	Contracts & Licenses
<b>Detail:</b>	<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"> <li>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.</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Robert Lorkiewicz – Contract/Commercial Manager
<b>Company Service Representative</b>	David Carleton – Director IT

<b>Service: IT - 6</b>	Infrastructure Services
<b>Detail:</b>	<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"> <li>File Servers - Support and maintain the MS-Windows 2003 File Servers currently used by the Company.</li> <li>Unix Servers – Support and maintain the Unix servers currently used by the Company.</li> <li>Mainframe – Support and maintain the mainframe environment currently used by the Company.</li> <li>Storage – Support and maintain the storage hardware currently used by the Company.</li> </ul> <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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Paul Circolone – IS Infrastructure Support, Earl Briggs – IS Infrastructure Support
<b>Company Service Representative</b>	David Carleton – Director IT

<b>Service: IT - 7</b>	Networking Support
<b>Detail:</b>	<p>The Seller shall continue to provide the following network management services to the Company:</p> <ul style="list-style-type: none"> <li>• <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.</li> <li>• <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.</li> <li>• <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.</li> <li>• <u>Wireless Phones and Data Ports</u>. Support the cellular phones and wireless data ports (aircards) currently in use at the Company.</li> </ul> <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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Ed Brodsky & Alex Scherer – Network & Telecom.
<b>Company Service Representative</b>	David Carleton – Director IT

<b>Service: IT - 8</b>	IS Energy Management Systems (EMS) – Supervisory Control And Data Acquisition (SCADA) Systems
<b>Detail:</b>	<p>The Seller shall continue to provide the following EMS/GMS services to the Company:</p> <ul style="list-style-type: none"> <li>• <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.</li> <li>• <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.</li> </ul>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Bill Mays – IS Energy Management Systems
<b>Company Service Representative</b>	David Carleton – Director IT

<b>Service: IT - 9</b>	Security Services
<b>Detail:</b>	<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>
<b>Transition Period:</b>	12-18 months
<b>Fee:</b>	Allocated Costs plus Direct Charges
<b>Seller Service Representative</b>	Mike Andreozzi – IS Security
<b>Company Service Representative</b>	David Carleton – Director IT

## **I. ADDITIONAL TRANSITION SERVICES**

<b>Service:</b>	Additional Transition Services
<b>Detail:</b>	<p>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.</p>

#### **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.