National Grid USA and The Narragansett Electric Company <u>Division 7-1</u>

Request:

Please identify each gas supply agreement through which Narragansett expects to receive natural gas and/or LNG supplies over the next five years and for each agreement identified, please:

- a. Specify the term of the agreement;
- b. Specify the daily, monthly, seasonal and annual limits on the volumes of natural gas and/or LNG purchased under the agreement;
- c. Specify the provisions for extension or renewal of the agreement; and
- d. Specify all known opportunities for Narragansett to:
 - i. Increase natural gas and/or LNG purchases under the terms of the agreement; and
 - ii. Reduce natural gas and/or LNG purchases under the terms of the agreement.

Response:

a. through c.

Please see The Narragansett Electric Company's ("Narragansett") June 30, 2021 Gas Long-Range Resource and Requirements Plan ("Long-Range Plan"), at Exhibit 13 in Rhode Island Public Utilities Commission Docket No. 5043, for long-term firm transportation and/or storage agreements between Narragansett and a pipeline company that provide service to customers pursuant to that pipeline company's tariff. Where Narragansett's forecast supports supplies incremental to these long-term firm transportation contracts, it will enter into purchase agreements for delivered supplies for a fixed term. Existing arrangements are summarized in the Gas Long-Range Plan at page 35. In addition to these agreements, as Narragansett states in its Long-Range Plan at page 28, it is awaiting the commencement of liquefaction projects with both NGLNG and Northeast Energy Center. For assets located within the United States that provide for the interstate transportation of natural gas, the pipeline must adhere to the policies of the Federal Energy Regulatory Commission ("FERC") and, in the case of Enbridge Canada (formerly Union Gas) and TransCanada Pipelines Limited, the Canada Energy Regulator.

Preparation of Exhibit 13 to the Gas Long-Range Plan included then-effective dates for each contracts' primary term. Under FERC policy and each of Enbridge Canada and TransCanada's respective tariffs, long-term shippers paying the maximum recourse rate for service have a right of first refusal on the underlying capacity, even where the pipeline provides notice to terminate and posts the capacity in an open season. In instances where Narragansett is under a negotiated rate agreement for the transportation contract, Narragansett has either already successfully negotiated a contractual right of first refusal to have the option to continue service after the expiry of the current term or will endeavor to do so before the end of the primary term. Narragansett, therefore, plans as if it will continue service, provided continuation and/or storage contracts at the current rates for such service, provided continuation of the service is supported by Narragansett's forecasted customer requirements.

d. For each of the transportation and storage agreements listed in Exhibit 13 to the Gas Long-Range Plan, as well as the National Grid LNG LLC and Northeast Energy Center liquefaction projects, Narragansett pays to the transportation/storage provider a fixed reservation fee. This reservation fee affords Narragansett with the right, but not the obligation, to call on the maximum daily quantity of the contract and transport such quantity of natural gas; purchases of the natural gas commodity to be transported, however, are governed separately and are <u>not</u> included in the reservation paid to the pipeline. For periods of reduced natural gas demand, Narragansett may therefore refrain from nominating the full Maximum Daily Quantity available to it under the agreement with the pipeline company. Further, at each renewal opportunity, Narragansett may, at its option, seek to discontinue service on the transportation and/or storage agreement either in whole or in part.

National Grid USA and The Narragansett Electric Company <u>Division 7-2</u>

Request:

Please identify each interstate and/or international pipeline agreement through which Narragansett expects to receive natural gas supplies over the next five years and for each agreement identified, please:

- a. Specify the term of the agreement;
- b. Specify the daily, monthly, seasonal and annual limits on the volumes of natural gas volumes delivered under the agreement;
- c. Specify the provisions for extension or renewal of the agreement; and
- d. Specify all known opportunities for Narragansett to:
 - i. Increase natural gas deliveries under the terms of the agreement; and
 - ii. Reduce natural gas deliveries under the terms of the agreement.

Response:

Please see National Grid USA and The Narragansett Electric Company's response to Data Request Division 7-1.

National Grid USA and The Narragansett Electric Company <u>Division 7-3</u>

Request:

Please identify each natural gas storage agreement under which Narragansett expects to receive natural gas storage services over the next five years and for each agreement identified, please:

- a. Specify the term of the agreement;
- b. Specify the daily, monthly, seasonal and annual limits on the volumes of natural gas Narragansett injected into storage;
- c. Specify the daily, monthly, seasonal and annual limits on the volumes of natural gas Narragansett withdrawals from storage;
- d. Specify the provisions for extension or renewal of the agreement; and
- e. Specify all known opportunities for Narragansett to:
 - i. Increase the natural gas storage capacity available under the terms of the agreement; and
 - ii. Reduce the natural gas storage capacity to which Narragansett is financially committed under the terms of the agreement.

Response:

Please see National Grid USA and The Narragansett Electric Company's response to Data Request Division 7-1.

National Grid USA and The Narragansett Electric Company Division 7-4

Request:

Please specify the changes, if any, PPL expects to make in the planning criteria that Narragansett/National Grid currently employ in long-range gas supply planning criteria and methods. The response to this request should include, but should not be limited to, the criteria that PPL would use to determine Design Day and Design Winter gas service requirements.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-4.

National Grid USA and The Narragansett Electric Company <u>Division 7-5</u>

Request:

Please specify the methods and criteria used by LG&E to estimate:

- a. Normal Annual Gas Supply volumes;
- b. Design Annual Gas Supply volumes;
- c. Design Winter Gas Supply volumes; and
- d. Design Day Gas Supply volumes.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-5.

National Grid USA and The Narragansett Electric Company <u>Division 7-6</u>

Request:

Please provide Narragansett's best available assessment of the impacts that Rhode Island's decarbonization will have on its gas system requirements over the next five years for:

- a. Normal Annual Gas Supply volumes;
- b. Design Annual Gas Supply volumes;
- c. Design Winter Gas Supply volumes; and
- d. Design Day Gas Supply volumes.

Response:

The Narragansett Electric Company ("Narragansett") maintains a very strong set of energy efficiency programs in Rhode Island that target its residential and commercial and industrial customers. Narragansett's current base case forecast reflects the continuation and additional growth in those programs, as well as the addition of its Demand Response program, which will reduce Narragansett's design day energy demand. Although economic and policy conditions may change, in its most recent gas load forecast, Narragansett projects that, by the planning year November 2025 through October 2026, the combined effect of this portfolio of programs will lead to annual reductions in its customers' energy demand by the following amounts:

- a. 2,166,995 dekatherms ("Dth") in Normal Annual Gas Supply volumes;
- b. 2,447,880 Dth in Design Annual Gas Supply volumes;
- c. 1,691,920 Dth in Design Winter Gas Supply volumes; and
- d. 22,493 Dth in Design Day Gas Supply volumes.

National Grid USA and The Narragansett Electric Company <u>Division 7-7</u>

Request:

Please detail Narragansett's plan by year for replacing the remaining Cast-Iron gas mains on its Rhode Island system and provide the Company's estimated costs per mile for Cast Iron main replacement.

Response:

Please refer to Attachment NG-DIV 7-7 for the current plan to replace the remaining Cast Iron (including Wrought Iron and Ductile Iron), Bare Steel and Unprotected Coated Steel gas mains on the Rhode Island gas system. The attachment also includes the Proactive Main Replacement Program estimated average cost per mile, by material type, to install new mains starting in fiscal year 2023 through fiscal year 2035. The near-term cost to install main is re-evaluated on an annual basis during the Infrastructure, Safety, and Reliability Plan budgeting process. For modeling purposes related to this data request, National Grid USA and The Narragansett Electric Company assumed a two percent annual increase for the cost per mile to install main, but is subject to change.

CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Attachment NG-DIV 7-7 Page 1 of 1

Material	End of CY20	Program	FY22 ISR Plan	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	Total Mileage Replaced
		Other Programs	4	4	3	2	3	3	3	4	4	5	6	7	7	7	63
Bare Steel/Unprotected Coated Steel	314.5	Proactive	16	13	11	8	11	11	14	16	18	19	25	30	30	27	252
		Total Bare Steel	21	18	14	10	14	14	17	20	22	24	31	38	37	35	314
		Other Programs	9	10	11	11	11	11	10	10	9	9	7	6	6	6	127
Cast Iron/Wrought Iron/Ductile Iron	636.5	Proactive	39	31	45	48	45	45	42	40	38	36	30	25	25	22	509
		Total Cast Iron	48	42	56	59	56	56	52	49	47	45	38	31	31	28	636
Leak Prone Mileage	951.0	Total	69	60	70	70	70	70	70	70	70	69	69	69	69	62	951
Cast Iron %	67%		70%	71%	80%	85%	80%	80%	75%	71%	68%	65%	55%	45%	45%	45%	
Estimated Proactive Cost Per Mile - Bare	Steel		-	\$ 1,485	\$ 1,515	\$ 1,545	\$ 1,576	\$ 1,607	\$ 1,640	\$ 1,672	\$ 1,706	\$ 1,740	\$ 1,775	\$ 1,810	\$ 1,846	\$ 1,883	
Estimated Proactive Cost Per Mile - Cast	ron		-	\$ 1,906	\$ 1,944	\$ 1,983	\$ 2,023	\$ 2,063	\$ 2,104	\$ 2,146	\$ 2,189	\$ 2,233	\$ 2,278	\$ 2,323	\$ 2,370	\$ 2,417	

Notes:

As of 9/15/2021

*In the coming year, Narragansett plans to complete a deep dive into replacing the remaining miles of leak prone pipe on the gas system. Narragansett will consider risk on the system, the remaining miles, the remaining timeline in the plan, availability of internal and contractor resources, customer bill impacts, permitting, and other factors.

**Narragansett uses a risk based approach to prioritize the leak prone main that is being replaced. Thus the targeted ratio of Cast Iron pipe vs Bare Steel/Unprotected Coated Steel pipe may vary slightly, based on risk scores, when the annual workplans are being developed.

*** Average cost per mile is based on mix of work included in FY23 proactive work plan. Amounts provided for FY24 to FY35 are based on FY23 mix adjusted with an annual factor of 2%.

National Grid USA and The Narragansett Electric Company <u>Division 7-8</u>

Request:

Please detail Narragansett's plan for replacing the remaining Bare Steel and Unprotected Steel gas mains on its Rhode Island system and provide the Company's estimated costs per mile for replacing Bare Steel and Unprotected Steel gas mains.

Response:

Please refer to National Grid USA and The Narragansett Electric Company's ("Narragansett") response to Data Request Division 7-7, which includes Narragansett's plan for replacing the remaining Bare Steel and Unprotected Coated Steel gas mains on the Rhode Island gas system.

National Grid USA and The Narragansett Electric Company Division 7-9

Request:

Please detail by year for the period 2010 to 2020 LG&E's average costs per mile for replacing:

- a. Cast Iron gas mains;
- b. Bare Steel gas mains; and
- c. Unprotected Steel gas mains.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-9.

National Grid USA and The Narragansett Electric Company <u>Division 7-10</u>

Request:

Please detail Narragansett's plans for replacing the remaining Bare Steel, Unprotected Steel, Cast Iron, Ductile Iron, and Copper services on its Rhode Island system and provide the Company's estimated costs per service for replacing each type of service line referenced.

Response:

As part of the Proactive Service Replacement Program, The Narragansett Electric Company ("Narragansett") plans to replace 100 leak-prone services per year for the next 10 years, consistent with Narragansett's fiscal year 2022 Infrastructure, Safety, and Reliability Plan. The remaining leak-prone services will be replaced through the Leak-Prone Pipe Main Replacement Program and Reactive Service Replacement Program.

The current unit cost to replace an individual service is approximately \$6,000. The current cost to replace a service as part of a main replacement job is approximately \$2,500.

National Grid USA and The Narragansett Electric Company <u>Division 7-11</u>

Request:

Please detail by year for the period 2010 to 2020 LG&E's average costs per foot for replacing:

- a. Bare Steel gas service lines;
- b. Cast Iron gas service lines; and
- c. Copper service lines.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-11.

National Grid USA and The Narragansett Electric Company <u>Division 7-12</u>

Request:

Please provide by decade the number of services installed on the Narragansett Gas system in Rhode Island as of the time of the most recent Annual Report to the Pipeline and Hazardous Materials Safety Administration (PHMSA).

Response:

Please see the table below for the number of services, by decade and by service type, installed on The Narragansett Electric Company's gas distribution system at the time of the most recent Annual Report to PHMSA:

					Deca	ade of Ins	tallation					
Material	Pre- 1940	1940s	1950s	1960s	1970s	1980s	1990s	2000s	2010s	2020s	Unknown	Total
Bare Steel	16,959	4,404	6,435	5,725	1,050	49	62	4	2	0	4,683	39,373
Cast/Wrought Iron	13	2	3	2	0	0	0	1	0	0	4	25
Copper	0	0	2	84	2	1	1	0	0	0	42	132
Plastic	65	19	25	71	6,509	26,706	30,383	27,577	45,894	2,475	763	140,487
Protected Coated Steel	4	0	0	35	5,503	620	848	250	16	3	7	7,286
Unprotected Coated Steel	29	10	44	4,681	665	0	0	0	0	0	225	5,654
Other	1	0	1	1	7	3	1	1	22	0	952	989
Grand Total	17,071	4,435	6,510	10,599	13,736	27,379	31,295	27,833	45,934	2,478	6,676	193,946

National Grid USA and The Narragansett Electric Company <u>Division 7-13</u>

Request:

Please provide by decade installed the number of services installed on the Narragansett Gas system in Rhode Island as of the time of the most recent PHMSA Annual Report by type of service line.

Response:

Please see National Grid USA and The Narragansett Electric Company's response to Data Request Division 7-12 for the requested information.

National Grid USA and The Narragansett Electric Company Division 7-14

Request:

For each of the last five calendar years, please provide the number of services on the Narragansett Gas system in Rhode Island that were replaced by type of service line and by decade installed.

Response:

Please see Attachment NG-DIV 7-14 for a list of the number of services, material, and decade of installation for The Narragansett Electric Company's ("Narragansett") gas distribution system.

For calendar years 2019 and 2020, National Grid USA and Narragansett have provided the number of services replaced by type and by original decade the service was installed.

The years 2015-2018 were prior to the implementation of National Grid USA's Gas Business Enablement program and thus the available data cannot produce a combined view of the material type and original decade of installation. Therefore, National Grid USA and Narragansett have provided: (1) the number of services replaced by material type, and (2) the number of services replaced by decade.

CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Attachment NG-DIV 7-14 Page 1 of 1

2020 DOT Services

Material				Decade	of Installation							Total
Wateria	Pre 1940	1940s	1950s	1960s	1970s	1980s	1990s	2000s	2010s	2020s	Unknown	TOLAI
Bare Steel	16959	4404	6435	5725	1050	49	62	4	2	0	4683	39373
Cast/Wrought Iron	13	2	3	2	0	0	0	1	0	0	4	25
Copper	0	0	2	84	2	1	1	0	0	0	42	132
Plastic	65	19	25	71	6509	26706	30383	27577	45894	2475	763	140487
Protected Coated Steel	4	0	0	35	5503	620	848	250	16	3	7	7286
Unprotected Coated Steel	29	10	44	4681	665	0	0	0	0	0	225	5654
Other	1	0	1	1	7	3	1	1	22	0	952	989
Grand Total	17071	4435	6510	10599	13736	27379	31295	27833	45934	2478	6676	193946

2019 DOT Services

Material				Decade of Ins	tallation						Total
Wateria	Pre 1940	1940s	1950s	1960s	1970s	1980s	1990s	2000s	2010s	Unknown	TOLAI
Bare Steel	17335	4519	6545	5818	1064	54	64	4	2	4834	40239
Cast/Wrought Iron	13	2	4	2	0	0	0	1	0	4	26
Copper	0	0	2	137	2	1	1	0	0	42	185
Plastic	68	19	26	72	6605	26884	30549	27759	46166	781	138929
Protected Coated Steel	4	0	0	35	5562	624	851	249	16	7	7348
Unprotected Coated Steel	29	10	45	4764	675	0	0	0	0	230	5753
Other	1	0	1	1	7	3	1	1	22	974	1011
Grand Total	17450	4550	6623	10829	13915	27566	31466	28014	46206	6872	193491

The data below is prior to the GBE Implementation. The Company is able to provide services by type and services by decade, but is not able to provide the combined information.

2018 DOT Services

			Material						Total
Number of Services	Bare Steel Unprotected	Coated Steel Unprotected	Coated Steel Protected	Plastic	Cast/Wrought Iron	Ductile Iron	Copper	Other	Total
Number of Services	33726	8067	9334	144929	127	12	189	763	197147

Decade of Installation												Total
	Number Of Services	Unknown	Pre-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	Total
	Number of Services	6420	13121	4051	5915	12555	15943	32698	37646	31019	37779	197147

2017 DOT Services

	Material											
Number of Services	Bare Steel Unprotected	Coated Steel Unprotected	Coated Steel Protected	Plastic	Cast/Wrought Iron	Ductile Iron	Copper	Ductile & Other	Total			
Number of Services	34701	8268	9456	142956	129	15	192	788	196505			

Decade of Installation												Total
	Number Of Services	Unknown	Pre-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	Total
	Number Of Services	6601	13490	4183	6025	12957	16174	32852	37789	31151	35283	196505

2016 DOT Services

Material											
Number of Services	Bare Steel Unprotected	Coated Steel Unprotected	Coated Steel Protected	Plastic	Cast/Wrought Iron	Ductile Iron	Copper	Ductile & Other	Total		
Number of Services	35713	8551	9529	140428	134	15	198	820	195388		

Decade of Installation												
	Number Of Services	Unknown	Pre-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	Total
	Number of Services	6799	13923	4289	6215	13329	16349	32999	37963	31320	32202	195388

2015 DOT Services

			Material						Total
Number of Services	Bare Steel Unprotected	Coated Steel Unprotected	Coated Steel Protected	Plastic	Cast/Wrought Iron	Ductile Iron	Copper	Ductile & Other	Total
Number of Services	37992	9112	9800	136700	137	15	202	885	194843

Decade of Installation													
Number Of Services	Unknown	Pre-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	Total		
Number Of Services	7173	14826	4559	6621	14158	16924	33509	38394	31730	26949	194843		

National Grid USA and The Narragansett Electric Company Division 7-15

Request:

Based on data submitted to PHMSA for each of the last ten years, it appears that the number of hazardous leaks on service lines on the LG&E gas system have generally been two to three times the numbers of hazardous leaks on service lines for Narragansett's gas system. Please verify the accuracy of this assessment and provide PPL's explanation of the greater number of hazardous gas leaks on service lines reported for its LG&E gas system when compared to Narragansett's gas system.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-15.

National Grid USA and The Narragansett Electric Company <u>Division 7-16</u>

Request:

Please identify each program and/or technology for improvement of end-use gas consumption by customers that has been employed by LG&E but is not currently used by Narragansett's gas system in Rhode Island.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-16.

National Grid USA and The Narragansett Electric Company <u>Division 7-17</u>

Request:

Please identify each best practice for gas system operations, maintenance, and/or customer service that is presently employed by LG&E but that is not presently used by Narragansett's gas system in Rhode Island.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-17.

National Grid USA and The Narragansett Electric Company Division 7-18

Request:

Please document PPL's experience with Advanced Leak Detection (ALD) methods and technology and explain how and to what extent PPL proposes to use ALD on Narragansett's gas system in Rhode Island. If PPL does not have a plan for the use of ALD in Rhode Island, please explain why and indicate whether it would consider the use of such technology going forward.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-18.

National Grid USA and The Narragansett Electric Company Division 7-19

Request:

After the transfer of ownership of the Narragansett gas system to PPL, please identify the individuals and procedures that will be utilized to:

- a. Optimize Narragansett's gas supply portfolio;
- b. Manage Off-System Sales; and
- c. Manage capacity release transactions.

For each individual identified in response to parts a, b, and c above, please provide a resume for the individual and document their experience with respect to the activities for which they will be responsible.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-19.

National Grid USA and The Narragansett Electric Company Division 7-20

Request:

Forecasting of gas supply requirements for Narragansett's gas system has generally been provided by National Grid personnel. Please identify the entity who will provide gas supply requirement forecasting for Narragansett:

- a. During the transition period; and
- b. After the transition period.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-20.

National Grid USA and The Narragansett Electric Company <u>Division 7-21</u>

Request:

Forecasting of service requirements tends to be a data intensive activity that can require substantial reliance on historical data for customer, usage, pricing and other economic variables. Please identify:

- a. The data sets presently used for forecasting gas supply requirements for Narragansett's gas system that will be fully transferred to PPL as part of the proposed transaction; and
- b. The data sets, or portions thereof, presently used for forecasting gas supply requirements for Narragansett's gas system that will not be fully transferred to PPL as part of the proposed transaction

Response:

The Narragansett Electric Company's ("Narragansett") retail and wholesale forecasts currently use the following data sets:

- Billing system data which includes the historical monthly number of customers (meters), volumes associated with each customer (meter), and internal rate code;
- Daily historical Supervisory, Control, and Data Acquisition ("SCADA") volume data
- Daily historical weather data (average gas day temperature and heating degree day ("HDD");
- Moody's historical and forecasted monthly economic data for Rhode Island by county;
- Monthly historical delivered residential and commercial natural gas price (Narragansett and U.S. Department of Energy ("DOE")/U.S. Energy Information Administration ("EIA"));
- Monthly historical delivered residential and commercial alternative fuel prices (fuel oil and electricity) from (Narragansett and DOE/EIA);
- Forecasted delivered residential and commercial price data (gas, oil, and electricity) from the (DOE/EIA's Short-Term Energy Outlook and Annual Energy Outlook);
- Historical claimed savings for Energy Efficiency reductions;
- Historical contributions from Demand Response programs; and,
- Forecasted Energy Efficiency savings from the National Grid USA programs, the forecasted penetration of electric heat pumps in the Rhode Island service territory, and the forecasted annual reduction due to Demand Response programs.

a.and b.

PPL Corporation ("PPL") and PPL Rhode Island Holdings, LLC ("PPL Rhode Island") and National Grid USA and Narragansett have not yet finalized the data sets that will or will not be transferred from National Grid USA to PPL. However, the companies will continue to work collaboratively to ensure that the data sets that are transferred are sufficient to maintain continuity of service and reliable forecasting.

National Grid USA and The Narragansett Electric Company Division 7-22

Request:

Please update Exhibit 12 of National Grid's June 30, 2020 Gas Long-Range Resource and Requirements Plan in Docket No. 5043.

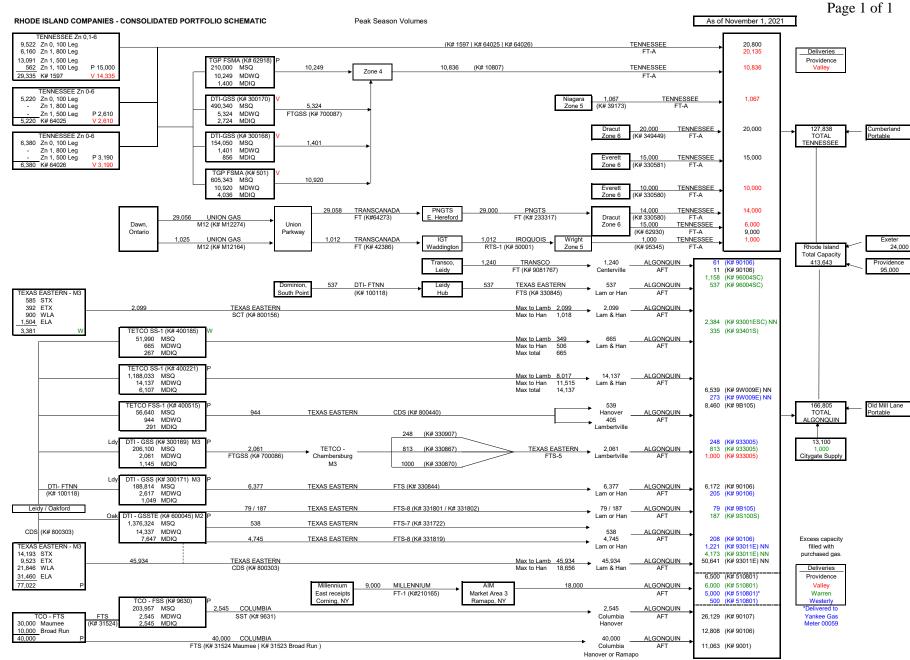
Response:

Please see Attachment NG-DIV 7-22 for the updated version of Exhibit 12 of The Narragansett Electric Company's June 30, 2021 Gas Long-Range Resource and Requirements Plan in Public Utilities Commission Docket No. 5043.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY

Docket No. D-21-09

Attachment NG-DIV 7-22



National Grid USA and The Narragansett Electric Company Division 7-23

Request:

Please provide a diagram comparable to that provided in Exhibit 12 of National Grid's June 30, 2020 Gas Long-Range Resource and Requirements Plan in Docket No. 5043 for the LG&E gas system operated by PPL.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-23.

National Grid USA and The Narragansett Electric Company <u>Division 7-24</u>

Request:

Exhibit 13 of National Grid's June 30, 2020 Gas Long-Range Resource and Requirements Plan in Docket No. 5043 lists a number of Transportation Contracts that expired, are scheduled to expire before the proposed transfer of ownership, or will expire within three years of the proposed transfer of ownership. For each such contract, please provide:

- a. The manner in which National Grid has replaced or plans to replace the expiring contract.
- b. The impact of the contract's expiration/replacement on:
 - i. City Gate MDQ; and
 - ii. Annual Quantity
- c. The contract expiration date for the new or replacement contract; and
- d. The impact of the contract's renewal or replacement on Narragansett's annual gas supply costs.

Response:

(a) through (d)

Each of the Transportation Contracts listed in Exhibit 13 of The Narragansett Electric Company's ("Narragansett") June 30, 2021¹ Gas Long-Range Resource and Requirements Plan ("Long-Range Plan") are long term firm transportation and/or storage agreements between Narragansett and a pipeline company that provide service to customers pursuant to that pipeline company's tariff. For assets located within the United States that provide for the interstate transportation of natural gas, the pipeline must adhere to the policies of the Federal Energy Regulatory Commission ("FERC") and, in the case of Enbridge Canada (formerly Union Gas) and TransCanada Pipelines Limited, the Canada Energy Regulator.

¹ The data request refers to an incorrect date of June 30, 2020 for Narragansett's Gas Long-Range Resource and Requirements Plan filed in Rhode Island Public Utilities Commission Docket No. 5043. The correct date is June 30, 2021.

Preparation of Exhibit 13 of Narragansett's June 30, 2021 Gas Long-Range Plan included then effective dates for each contracts' primary term. Under FERC policy and each of Enbridge Canada and TransCanada's respective tariffs, long term shippers paying the maximum recourse rate for service have a right of first refusal on the underlying capacity even where the pipeline provides notice to terminate and posts the capacity in an open season. In instances where Narragansett is under a negotiated rate agreement for the Transportation Contract, Narragansett has either already successfully negotiated a contractual right of first refusal to have the option to continue service after the expiry of the current term or will endeavor to do so before the end of the primary term. Narragansett, therefore, plans as if it will continue service on each of these Transportation Contracts at the current rates for such service provided continuation of such service is supported by Narragansett's forecasted requirements.

National Grid USA and The Narragansett Electric Company Division 7-25

Request:

PPL makes representations regarding how its costs of gas compare with costs of gas for other Kentucky utilities. Please provide all available comparisons of Narragansett's costs of gas for Rhode Island with those for other gas utilities in New England.

Response:

Please refer to Attachment NG-DIV 7-25 for a comparison of cost of gas rates by month since January 2016 for the New England gas distribution companies based on publicly available data. Please note that the companies listed may update their cost of gas charges on different schedules depending on the jurisdiction in which they operate. For example, the Massachusetts gas distribution companies file and implement seasonal cost of gas rates, whereas Narragansett files and implements an annual cost of gas rate. However, most gas distribution companies typically have provisions in their tariffs to allow for mid-period adjustments to their cost of gas rates to address projected deferral balances at the end of the rate period to avoid what has been defined as significant deferrals leading into the following season's or year's rate.

Cost of Gas Comparison by New England Company 2016 to Present

																																													Αl	lac	m	lei	IL I	NU	Γ-D. Doc	10
Yankee Gas <u>Company</u> CT (s)	\$0.3753	\$0.3453	\$0.4998	\$0.6490 \$0.5334	\$0.4976	\$0.5067	\$0.5344	\$0.4699	\$0.4607	\$0.5429 \$0.5429	\$0.6872	\$0.7534	\$0.6594 \$0.6045	\$0.5336	\$0.4175	\$0.4113	\$0.4740	\$0.5942 \$0.5942	\$0.5895	\$0.5308	\$0.5438	\$0.4721 \$0.5527	\$0.5340	\$0.6506	\$0.6818 50.6818	\$0.6350 \$0.6350	\$0.5715	\$0.5593 \$0.5593	30.2080 \$0.5845	\$0.6054	\$0.6235	80.7360 \$0.7360	\$0.7753	\$0.7741 \$0.7703	S0.6990	\$0.5711	\$0.5929 \$0.5759	\$0.5611	\$0.5601	\$0.5791 \$0.5791	\$0.5968	\$0.5951 \$0.5981	\$0.5938	\$0.5967 \$0.6108	\$0.6494	\$0.6339	\$0.6006 \$0.6154	\$0.6375	\$0.6451 \$0.6450	\$0.6429 \$0.6245	Pag 80.6242	,c .
Southern Connecticut <u>Gas Company</u> CT (r)	\$0.4641	\$0.4786	\$0.4786	502C.08	\$0.5772	\$0.6397	\$0.6605	\$0.6042	\$0.6042	\$0.5229 \$0.5229	\$0.5500	\$0.5890	\$0.5599 \$0.5466	\$0.6501	\$0.5830	\$0.6873	\$0.6873	\$0.6185 \$0.6185	\$0.6253	\$0.6047	\$0.5869	\$0.6346 \$0.6032	\$0.5635	\$0.6200	\$0.5504 e0.5223	\$0.5051 \$0.5051	\$0.6047	\$0.6047	\$0.6943	\$0.6943	\$0.6305	\$0.6382 \$0.5983	\$0.5150	\$0.5150	\$0.6992 \$0.6992	\$0.6148	\$0.6148 \$0.5864	\$0.5864	\$0.5864	\$0.5207 \$0.5207	\$0.5207	\$0.4440 \$0.4795	\$0.3730	\$0.4746 \$0.5386	\$0.5421	\$0.5524	\$0.6026 \$0.6026	\$0.6026	\$0.6042	\$0.5649 \$0.5218	\$0.5218	
Connecticut Natural Gas <u>Corporation</u> <u>5</u> CT (q)	\$0.3701	\$0.3784	\$0.3784	50.4201	\$0.5745	\$0.5870	\$0.6078	\$0.5281	\$0.5281	\$0.2761 \$0.4781	\$0.5145	\$0.5405	\$0.4991 \$0.4728	\$0.5668	\$0.5438	\$0.6061	\$0.5331	\$0.5668	\$0.5736	\$0.5569	\$0.5319	\$0.5598 \$0.5598	\$0.5168	\$0.5574	\$0.5293 \$0.4014	\$0.3561	\$0.5569	\$0.5569 \$0.5569	80.6821 \$0.6821	\$0.6821	\$0.5982	\$0.5777 \$0.5777	\$0.5096	\$0.5096 50.5096	s0.5648	\$0.5648	\$0.5648 \$0 5448	\$0.5448	\$0.5448 50.5332	\$0.5054	\$0.5054	S0.4622 S0.4981	\$0.3213	\$0.4974 \$0.5269	\$0.5318	\$0.5492	\$0.5709 \$0.5709	\$0.5709	\$0.5969	\$0.4784 \$0.4784	\$0.4784	
Vermont Gas <u>Systems</u> * VT <u>CCF</u> (p)																							\$0.4335	\$0.4351	\$0.4351 e0.4351	\$0.4291	\$0.4291	\$0.4291 \$0.4198	50.4188 \$0.4188	\$0.4188	\$0.4176	\$0.4176 \$0.4176	\$0.3695	\$0.3695 \$0.2695	50.3461	\$0.3461	\$0.3461 \$0.3236	\$0.3236	\$0.3236	\$0.3063 \$0.3063	\$0.3063	\$0.3033 \$0.3033	\$0.3033	\$0.3411 \$0.3411	\$0.3411	\$0.3602	\$0.3602 \$0.3602	\$0.3682	\$0.3682	\$0.3682 \$0.4004	\$0.4004	
Northern Utilities NH (0)	\$0.6052	\$0.6676	\$0.6676	\$0.816/ \$0.2106	50 3430	\$0.3904	\$0.3904	\$0.3904	\$0.3904	\$0.7315 \$0.7315	\$0.7709	\$0.7709	\$0.6634 \$0.8286	\$0.4055	\$0.4055	\$0.4055	\$0.4055 50.4055	\$0.4055 \$0.4055	\$0.7103	\$0.7103	\$0.7103	S0.8646	\$0.8646	\$0.3975	\$0.3975 \$0.3075	5/795.08 \$0.3975	\$0.3975	\$0.4860 \$0.9271	\$0.8271 \$0.8953	\$0.8618	\$0.8618	\$0.7650 \$0.7650	\$0.3670	\$0.3670	30.2646 \$0.2646	\$0.2646	\$0.2646 \$0.5861	\$0.5626	\$0.5626	30.3026 \$0.5626	\$0.5626	\$0.2375 \$0.2375	\$0.1496	\$0.1496 \$0.2968	\$0.2968	\$0.7315	\$0.7315 \$0.7315	\$0.7315	\$0.7315 \$0.7315	\$0.4970 \$0.4970	\$0.4970	
EnergyNorth NH Them (n)	\$0.6256	\$0.4436	\$0.2634	\$0.4425 \$0.4417	\$0.4400	\$0.4400	\$0.4200	\$0.4200	\$0.4890	50.6439 \$0.6439	\$0.7276	\$0.6012	\$0.4841 \$0.4002	\$0.4368	\$0.4368	\$0.4368	\$0.4725 50.4725	\$0.4725 \$0.4725	\$0.6445	\$0.6445	\$0.6445	\$0.8056 \$0.8056	\$0.8056	\$0.3133	\$0.3916 \$0.3465	\$005.0¢	\$0.3916	\$0.3916	\$0.7411 \$0.7411	\$0.7504	\$0.6715	\$0.5825 \$0.5825	S0.4445	\$0.4445	\$0.5556	\$0.5556	\$0.5556 \$0.6203	\$0.6203	\$0.5653	30.4164 \$0.3499	\$0.2679	\$0.2550 \$0.2550	\$0.3715	\$0.4757 \$0.4914	\$0.5650	\$0.5571	\$0.5571	\$0.4276	\$0.5156 \$0.5050	\$0.6050 \$0.3935	\$0.3935	
Summitt Natural Gas <u>of Maine</u> ME <u>Therm</u> (m)	\$0.8289	\$0.8289	\$0.2630 \$0.2630	30.2030 \$0.7630	30.2030 \$0.2630	\$0.2630	\$0.2630	\$0.2630	\$0.6645	\$0.6645 \$0.6645	\$0.6645	\$0.6645	\$0.6645 \$0.6645	\$0.6645	\$0.6645	\$0.6645	\$0.6645	\$0.6836 \$0.6836	\$0.6836	\$0.6836	\$0.6836	\$0.6836 \$1.0650	\$1.0650	\$1.0650	\$1.0650	0590.18	\$1.0650	\$0.8990 \$0.8990	\$0.8990 S0.8990	\$0.8990	\$0.8990	\$0.8990 S0.8990	\$0.8990	\$0.8990 \$0.8990	\$0.8990 S0.8990	\$0.8990	\$0.6056 \$0.6056	\$0.6056	\$0.6056	\$0.4630	\$0.4630	\$0.4630 \$0.4630	\$0.4630	\$0.4630 \$0.4630	\$0.5260	\$0.5260	\$0.5260 \$0.5260	\$0.5260	\$0.5260	\$0.5260 \$0.5260	\$0.5260	
Northern Utilities ME (1)	\$0.6175	\$0.6175	\$0.6175	5/10/0¢	\$0.3688	\$0.3688	\$0.3181	\$0.3181	\$0.3181	\$0.7316 \$0.7316	\$0.7316	\$0.7316	\$0.7316 \$0.7316	\$0.4606	\$0.4606	\$0.4606	\$0.3348 50.2348	\$0.3348 \$0.3348	\$0.7556	\$0.7556	\$0.7556	\$0.9735 \$0.9735	\$0.9735	\$0.4187	\$0.4187 \$0.4187	\$0.3548 \$0.3548	\$0.3548	\$0.3548 50.9548	\$0.8665 \$0.8665	\$0.8665	\$0.8665	\$0.8665 \$0.8665	\$0.4337	\$0.4337	\$0.3299 \$0.3299	\$0.3299	\$0.3299 \$0.6069	\$0.6069	\$0.6069	\$0.6069 \$0.6069	\$0.6069	\$0.2874 \$0.2874	\$0.2874	\$0.2874 \$0.2874	\$0.2874	\$0.7180	\$0.7180 \$0.6215	\$0.6215	\$0.6215 \$0.6215	\$0.6215 \$0.4993	\$0.4993	
Maine Natural Gas <u>Corporation</u> ME (k)	\$1.0160	\$0.9391	\$0.6224	\$0.5940 \$0.2728	\$0.2810	\$0.3610	\$0.3156	\$0.3976	\$0.4024	\$0.5801 \$0.5801	\$0.8805	\$0.8347	\$0.5380 \$0.4407	\$0.4339	\$0.3923	\$0.3789	\$0.3752 \$0.3020	\$0.3820	\$0.4194	\$0.7084	\$1.3084	\$1.1185 \$0.5491	\$0.5563	\$0.4226	\$0.3369 \$0.4444	\$0.5193	\$0.5634	\$0.6054	\$1.0127 \$1.4731	\$1.4553	\$1.3881	\$1.1147 \$0.5427	\$0.4627	\$0.4569 \$0.4213	\$0.4815 \$0.4827	\$0.3544	\$0.3756 \$0.5747	\$0.7622	\$0.8284	\$0.5640	\$0.2509	\$0.2652 \$0.2288	\$0.2427	\$0.2999 \$0.2872	\$0.3122	\$0.3880	\$0.5535 \$0.6175	\$1.0668	\$0.8702	\$0.6847 \$0.6847	\$0.6611	
Bangor Gas <u>Company</u> ME (j)	\$0.9350	\$0.9050	\$0.9120 \$0.520	0525.06	\$0.3020	\$0.3680	\$0.2890	\$0.4600	\$0.4919 \$0.5230	\$0.570 \$0.6540	\$0.8390	\$0.8220	\$0.7150	\$0.2490	\$0.2080	\$0.4630	\$0.4050	\$0.6450 \$0.6450	\$0.7100	\$0.8080	\$1.0590	\$1.2460 \$0.8720	\$0.6790	\$0.4210	\$0.6420 e.0.2050	\$0.2200	\$0.3890	\$0.7020 \$0.8200	\$0.8200 \$1.1980	\$0.9570	\$1.0800	\$0.8540 \$0.9510	\$0.5330	\$0.1960 \$0.1770	\$0.16/0 \$0.1720	\$0.3170	\$0.4900 \$0.6740	\$0.7210	\$0.8980	\$0.6430 \$0.6430	\$0.4270	\$0.2535 \$0.1590	\$0.2358	\$0.2310 \$0.2620	\$0.3680	\$0.5690	\$0.4769 \$0.6470	\$0.7270	\$0.8580	\$0.4880 \$0.1220	\$0.1090	
Nstar Gas MA (i)	\$0.5259	\$0.5259	\$0.5259 \$0.5259	6575.08	\$0.2454	\$0.3176	\$0.3176	\$0.3176	\$0.3176 \$0.4850	\$0.4629 \$0.4859	\$0.4859	\$0.4859	\$0.4859 \$0.4859	\$0.3148	\$0.3148	\$0.3148	\$0.3148	\$0.3148 \$0.3148	\$0.5718	\$0.5718	\$0.5718	\$0.5718 \$0.6836	\$0.6836	\$0.2541	\$0.2762 \$0.2762	\$0.2762 \$0.2762	\$0.2762	\$0.2762	\$0.5782 \$0.6155	\$0.6155	\$0.6155	\$0.6155 \$0.6155	\$0.3344	\$0.3344 \$0.2328	30.2338 \$0.2338	\$0.1661	\$0.1661 \$0.6847	\$0.6847	\$0.6847	30.6847 \$0.6847	\$0.6847	S0.2246 S0.2246	\$0.1881	\$0.1547 \$0.1547	\$0.0109	\$0.6946	\$0.6946 \$0.6946	\$0.6946	\$0.6946	\$0.6946 \$0.3616	\$0.3616	
NE Natural <u>Gas Company</u> MA (h)	\$0.4750	\$0.4750	\$0.1421 \$0.1421	50.1421 \$0.1778	\$0.1778	\$0.1778	\$0.1233	\$0.1233	\$0.1233 \$0.2417	\$0.3417 \$0.3417	\$0.3417	\$0.3417	\$0.3417	\$0.1965	\$0.1965	\$0.1965	\$0.1965	\$0.1965 \$0.1965	\$0.3102	\$0.3102	\$0.3102	\$0.8136 \$0.9423	\$0.9423	\$0.3116	\$0.3116	\$0.3116 \$0.3116	\$0.3116	\$0.3116	30.3642 \$0.3642	\$0.3642	\$0.4490	\$0.4490 \$0.4490	\$0.1139	\$0.1139	\$0.1139 \$0.1139	\$0.1139	\$0.1139 \$0.5700	\$0.5700	\$0.5700	\$0.5700	\$0.5700	\$0.1523 \$0.1523	\$0.1523	\$0.1523 \$0.1523	\$0.1523	\$0.5601	\$0.5601 \$0.4547	\$0.4547	\$0.4547 \$0.4547	\$0.4547 \$0.2300	\$0.2300	
Fitchburg Gas & Electric <u>Company</u> MA <u>Therm</u> (g)	\$0.3599	\$0.3599	\$0.3599 *******	7955.08	7922.08	\$0.4100	\$0.4100	\$0.4100	\$0.4100	S0.2106	\$0.4999	\$0.5452	\$0.5452 \$0 5457	\$0.4240	\$0.4240	\$0.4240	\$0.4240	S0.4240 S0.4240	\$0.4476	\$0.4476	\$0.4136	S0.7131 S0.7131	\$0.4419	\$0.3345	\$0.3345 \$0.3345	\$0.3345	\$0.3345	\$0.3345	\$0.6302 \$0.6302	\$0.6302	\$0.6302	\$0.6302 \$0.6302	\$0.4159	\$0.4159 \$0.2241	\$0.3241 \$0.3241	\$0.3241	\$0.3241 \$0.5093	\$0.5093	\$0.5093 \$0.4020	\$0.4629	\$0.4629	\$0.3002 \$0.3002	\$0.1970	S0.1970 S0.1970	\$0.1970	\$0.5293 \$0.5293	\$0.5293 \$0.5293	\$0.5293	\$0.5293 \$0.7122	S0.7432 S0.3937	\$0.3937	
Colonial Gas <u>Company</u> MA (f)	\$0.4703	\$0.4703	\$0.4703	50.4/05 \$0.785	\$0.2785	\$0.2785	\$0.2785	\$0.5234	\$0.5234 \$0.4870	\$0.4327 \$0.4327	\$0.4327	\$0.5029	\$0.5029 \$0.5029	\$0.3669	\$0.4078	\$0.4078	\$0.3543 \$0.2543	\$0.2342 \$0.2862	\$0.6251	\$0.6251	\$0.6251	\$0.8010 \$0.9355	\$0.9355	\$0.3529	\$0.3529 \$0.2520	\$725.0¢	\$0.3529	\$0.3529 \$0.625	\$0.6026 \$0.6026	\$0.6026	\$0.6026	\$0.6026 \$0.6026	\$0.4474	\$0.3980 \$0.3525	\$0.3525 \$0.3525	\$0.3525	\$0.3525 \$0.6031	\$0.6031	\$0.6031	\$0.6031	\$0.6031	\$0.3432 \$0.3432	\$0.2764	\$0.2764 \$0.2764	\$0.2764	\$0.5826	\$0.5826 \$0.5826	\$0.5826	\$0.5826	\$0.3848 \$0.3848	\$0.3848	
Boston Gas <u>Company</u> MA (e)	\$0.4750	\$0.4750	\$0.4750 \$0.4750	00/ 4/00 00 2000	0067.06	\$0.2900	\$0.2900	\$0.5349	\$0.5349 \$0.4807	\$0.4354 \$0.4354	\$0.4354	\$0.5056	\$0.5056 \$0.5056	\$0.3801	\$0.4210	\$0.4210	\$0.3675 \$0.2675	\$0.2994	\$0.6260	\$0.6260	\$0.6260	\$0.8019 \$0.9364	\$0.9364	\$0.3547	\$0.3547 \$0.3547	\$0.3547	\$0.3547	\$0.3547 \$0.505	\$0.6025 \$0.6025	\$0.6025	\$0.6025	\$0.6025 \$0.6025	\$0.4471	\$0.3977	\$0.3522 \$0.3522	\$0.3522	\$0.3522 \$0.6046	\$0.6046	\$0.6046	\$0.6046	\$0.6046	\$0.3510 \$0.3510	\$0.2842	\$0.2842 \$0.2842	\$0.2842	\$0.5867	\$0.5867 \$0.5867	\$0.5867	\$0.5867 \$0.5867	\$0.3895 \$0.3895	\$0.3895	
Blacksone <u>Gas Company</u> MA <u>CCF</u> (d)	\$0.5012	\$0.5012	\$0.5012 \$0.5012	\$0.2012 \$0.3708	\$0.3708	\$0.3708	\$0.3708	\$0.3708	\$0.3708 \$0.5426	\$0.5426 \$0.5426	\$0.5426	\$0.5426	\$0.5426 \$0.5426	\$0.4991	\$0.4991	\$0.4991	\$0.4991 50.4001	\$0.4991 \$0.4991	\$0.6690	\$0.6690	\$0.6690	\$0.7808 \$0.8347	\$0.8347	\$0.4403	\$0.4403 \$0.4403	\$0.4403 \$0.4403	\$0.4403	\$0.4403	\$0.7550 \$0.7550	\$0.8718	\$0.8718	\$0.6997 \$0.6997	\$0.4526	\$0.4526	\$0.4526 \$0.4526	\$0.4526	\$0.4526 \$0.4377	\$0.4372	\$0.6134	\$0.5751 \$0.5751	\$0.5751	\$0.3166 \$0.3166	\$0.3418	\$0.3418 \$0.4049	\$0.4049	\$0.5126	\$0.5126 \$0.4424	\$0.4023	\$0.4023 \$0.4023	\$0.4025 \$0.4267	\$0.4267	
Berkshire Gas <u>Company</u> MA (c)	\$0.4320	\$0.4320	\$0.4320	\$0.4520 \$0.0890	\$0.0890	\$0.0890	\$0.0890	\$0.0890	\$0.0890 \$0.5210	\$0.5310 \$0.5310	\$0.6120	\$0.6120	\$0.6120 \$0.6120	\$0.1870	\$0.1870	\$0.1870	\$0.1190 50.1100	\$0.1190 \$0.1190	\$0.5780	\$0.5780	\$0.5780	\$0.6630 \$0.6630	\$0.6630	\$0.3160	\$0.3160 *0.1020	S0.1930	\$0.1930	\$0.1930 50.720	\$0.07872 \$0.7872	\$0.7640	\$0.7052	\$0.7052 \$0.7052	\$0.4605	\$0.4035 \$0.4035	\$0.4035 \$0.4035	\$0.2869	\$0.2869	\$0.6447	\$0.6447	\$0.5675	\$0.5675	\$0.2159 \$0.2159	\$0.2159	\$0.2159 \$0.2159	\$0.2159	\$0.6552	\$0.6552 \$0.6078	\$0.6078	\$0.6078	\$0.6078 \$0.3647	\$0.3647	
Bay State <u>Gas Co.</u> MA (b)	\$0.3625	\$0.3625	\$0.1026	\$0.1026 \$0.7522	\$0.2533	\$0.3167	\$0.3167	\$0.2051	\$0.2051 \$0.4570	\$0.4679 \$0.4679	\$0.4679	\$0.4679	\$0.2962 \$0.2962	\$0.2859	\$0.2859	\$0.2859	\$0.2859 50.1000	\$0.1990 \$0.1990	\$0.5401	\$0.5401	\$0.5401	\$0.9676 \$0.9676	\$0.9676	\$0.3692	\$0.3692 e0.3330	\$0.3320 \$0.3320	\$0.3320	\$0.3320	50.0482 \$0.8248	\$0.8248	\$0.6447	S0.6447 S0.6447	\$0.4055	\$0.4055 \$0.3260	\$0.3260 \$0.3260	\$0.3260	\$0.3260 \$0.5645	\$0.5645	\$0.5645	\$0.5645	\$0.5645	\$0.3210 \$0.3210	\$0.2675	\$0.2675 \$0.2675	\$0.2675	\$0.6016	\$0.6016 \$0.6016	\$0.5149	\$0.5149 \$0.5140	\$0.5149 \$0.4293	\$0.4293	
Narragansett Electric <u>Company</u> Rl (a)	\$0.5530	\$0.5530	\$0.5530	0555.08	\$0.5530	\$0.5530	\$0.5530	\$0.5530	\$0.5530 \$0.4766	\$0.4766	\$0.4766	\$0.4766	\$0.4766 \$0.4766	\$0.4766	\$0.4766	\$0.4766	\$0.4766	\$0.4766	\$0.5291	\$0.5291	\$0.5291	\$0.5291 \$0.7614	\$0.7614	\$0.7614	\$0.7614 \$0.7614	\$0.7614 \$0.7614	\$0.7516	\$0.7516 \$0.7511	\$0.7041 \$0.7041	\$0.7041	\$0.7041	\$0.7041 \$0.7041	\$0.7041	\$0.7041 \$0.7041	\$0.7041 \$0.7041	\$0.7041	\$0.7041 \$0.5302	\$0.5302	\$0.5302	\$0.5302 \$0.5302	\$0.5302	\$0.5302 \$0.5302	\$0.5302	\$0.5302 \$0.5302	\$0.5302	\$0.5562	\$0.5562 \$0.5562	\$0.5562	\$0.5562	\$0.5562 \$0.5562	\$0.5562	
	Jan-2016	Feb-2016	Mar-2016	Apr-2016 May-2016	Uluz-2016	Jul-2016	Aug-2016	Sep-2016	Oct-2016 M2016	Dec-2016	Jan-2017	Feb-2017	Mar-2017 Anr-2017	Mav-2017	Jun-2017	Jul-2017	Aug-2017	Sep-2017 Oct-2017	Nov-2017	Dec-2017	Jan-2018	Feb-2018 Mar-2018	Apr-2018	May-2018	Jun-2018 Li-1 2018	Aue-2018	Sep-2018	Oct-2018	Dec-2018	Jan-2019	Feb-2019	Mar-2019 Apr-2019	May-2019	Jun-2019	Jui-2019 Aug-2019	Sep-2019	Oct-2019 Nov-2019	Dec-2019	Jan-2020	Mar-2020	Apr-2020	May-2020 Jun-2020	Jul-2020	Aug-2020 Sen-2020	Oct-2020	Nov-2020	Dec-2020 Ian-2021	Feb-2021	Mar-2021	Apr-2021 May-2021	Jun-2021	
	8	(2)								(1)			(1)									(20) (22)		(29)			(33)					(65)		(42)			(46)	(48)	(49)	() () () ()		(23) (54)		(56)						(65) (65)		

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC

NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY

1 of 2

Cost of Gas Comparison by New England Company 2016 to Present

mkee Gas	Company CT	CCF	(s)	\$0.6315	\$0.6353	\$0.6963	
×	ias Company C			\$0.6366	\$0.7509	\$0.7633	
-	Corporation G			\$0.4784			
Vermont Gas	Systems * VT	CCF	(d)	\$0.4004	\$0.4180	\$0.4180	
Northern	<u>Utilities</u> NH	Therm	0)	\$0.4970	\$0.4970	\$0.4970	
	EnergyNorth NH	Them	(u)	\$0.3935	\$0.3935	\$0.3935	
Summitt Natural Gas	of Maine ME	Therm	(II)	\$0.5260	\$0.5260	\$0.5260	
Northern	Utilities ME	Therm	€	\$0.4993	\$0.4993	\$0.4993	
Maine Natural Gas	Corporation ME	Therm	(k)	\$0.8289	\$0.7223		
Bangor Gas	<u>Company</u> ME	Therm	9	\$0.2090	\$0.4300	\$0.4540	
	<u>Nstar Gas</u> MA	Therm	Ξ	\$0.3616	\$0.4204	\$0.4204	
NE Natural	<u>las Company</u> MA	Therm	(ł)	\$0.2300	\$0.2300	\$0.2300	
Fitchburg Jas & Electric	Company 0 MA	Therm	(g)	\$0.3937	\$0.5096	\$0.5096	
Colonial Gas 6	Company MA	Therm	(J)	\$0.3848	\$0.3848	\$0.4711	ords
Boston Gas	Company MA	Them	(e)	\$0.3895	\$0.3895	\$0.4758	digital public rec
Blacksone	Gas Company MA	CCF	(p)	\$0.4267	\$0.4267	\$0.5120	ot accessible via
	<u>Company</u> MA						to April 2018 n
Bay State	<u>Gas Co.</u> MA	Therm	(q)	\$0.4293	\$0.5114	\$0.5114	is Systems prior
Narragansett Electric	Company RI	Therm	(a)	\$0.5562	\$0.5562	\$0.5562	Cost of Gas data for Vermont Gas Systems prior to April 2018 not accessible via digital public records
				Jul-2021	Aug-2021	Sep-2021	Cost of Gas dat
				(67)	(68)	(69)	*

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Attachment NG-DIV-7-25 Page 2 of 2

National Grid USA and The Narragansett Electric Company Division 7-26

Request:

Please provide all available customer satisfaction survey results for Narragansett's gas system in Rhode Island that have been compiled within the last three years.

Response:

National Grid USA conducts numerous customer surveys. To produce survey results for all available surveys relating to customer satisfaction for The Narragansett Electric Company's ("Narragansett") gas customers would result in a voluminous amount of data and be overly burdensome for National Grid USA and Narragansett. Consistent with the guidance provided by the Rhode Island Division of Public Utilities and Carriers Advocacy Section ("Advocacy Section") on June 22, 2021 relating to the scope of the data requests in this proceeding, and taking into account the Advocacy Section's goal of protecting ratepayers when determining scope and relevancy, National Grid USA and Narragansett have identified and provided the results of two surveys and related metrics that are the most relevant to customers' overall satisfaction.

Please see Attachment NG-DIV 7-26-1 and Attachment NG-DIV 7-26-2 for customer satisfaction survey results compiled within the last three available calendar years for The Narragansett Electric Company's ("Narragansett") gas customers in Rhode Island. These results include the overall customer satisfaction metrics that come from National Grid USA's two most comprehensive customer surveys: (1) a telephone survey to Narragansett customers who have contacted National Grid USA (Attachment NG-DIV 7-26-1); and (2) an ongoing online survey to a representative sample of residential Narragansett customers (Attachment NG-DIV 7-26-2). Further, please note that the metrics for Narragansett's gas customers set forth in Attachment NG-DIV 7-26-1 are the same two questions and related scores that are tracked through the Rhode Island Electric Service Quality Plan metrics in Rhode Island Public Utilities Commission ("PUC") Docket No. 3628.¹

Attachment NG-DIV 7-26-1 shows survey results that address the experience of the Narragansett gas customers in Rhode Island and include the monthly results and sample sizes for transactions in calendar years 2018, 2019 and 2020. Similar to the Electric Service Quality Plan metrics submitted in PUC Docket No. 3628, the scores for gas customers are reported as a "top three box score" (i.e., the percentage of customers that give an 8, 9, or 10 on a 10-point scale divided by those who provided a 1 to 10 score) for the questions below.

¹ There is no corresponding customer service metric under the Gas Service Quality Plan.

- <u>Question 16</u>: "Overall, on a scale from 1 to 10, where 1 means "dissatisfied" and 10 means "satisfied", how satisfied are you with the quality of the service provided by the telephone representative?" Please note the customer has an option of selecting "don't know," but this response is excluded from the calculation.
- <u>Question 28</u>: "Overall, on a scale from 1 to 10, where 1 means "dissatisfied" and 10 means "satisfied", how satisfied are you with the services provided by National Grid?" Please note the customer has an option of selecting "don't know," but this response is excluded from the calculation.

Attachment NG-DIV 7-27-2 shows survey results that address the experience of Narragansett gas customers in Rhode Island and includes the monthly results and sample size for calendar years 2018, 2019 and 2020. The scores are reported as a top three box score for the following question:

• "How satisfied are you overall with the service you receive from National Grid?" The question is rated on the scale: 1 means "very dissatisfied" and 10 means "very satisfied." Please note the customer has an option of selecting "don't know," but this response is excluded from the calculation.

Also, as noted in PPL Corporation's and PPL Rhode Island Holdings, LLC's response to Data Request Division 7-17, National Grid USA conducts a survey for customers who have recently completed a conversion to natural gas throughout National Grid USA's gas territories, including for Narragansett customers. This is one example of the numerous customer surveys that National Grid USA conducts, as discussed at the beginning of this response. Only five percent of the survey responses from this survey represent Rhode Island customers (i.e., in fiscal year 2021, 22 customers participated in this survey). Given the minimal data pool, National Grid USA and Narragansett do not consider this survey to be a representative sample of Rhode Island customers for purposes of measuring customer satisfaction; therefore, National Grid USA and Narragansett have not included the survey results from this or other smaller surveys as part of this response for the reasons discussed herein.

CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Attachment NG-DIV 7-26-1 Page 1 of 1

Docket No. D-21-09 DPU-7-26																																								ag
Rhode Island Gas	Jan-18	Feb-18	Mar-18	1-Apr	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	1-Nov	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	CY18	CY19	CY20	
Q16 Sat with Agent Sample Size					55	47	51	45	44								56											64	61	59			63		62	64		679		
Q16 Sat with Agent Top3Box	76.9%	86.2%	78.0%	90.6%	87.3%	74.5%	82.4%	80.0%	81.8%	78.8%	80.0%	83.3%	84.8%	86.3%	86.5%	88.2%	89.3%	78.7%	75.9%	84.1%	87.0%	76.9%	81.0%	82.8%	88.1%	82.8%	92.1%	90.6%	85.2%	89.8%	90.6%	93.4%	84.1%	90.2%	88.7%	89.1%	81.6%	83.5%	88.7%	
Q28 Sat with Services Sample Size Q28 Sat with Services Top3Box									70 84.3%																				70 88.6%				69 89.9%							

CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Attachment NG-DIV 7-26-2 Page 1 of 1

Docket No. D-21-09 DPU-7-26																																						Pag	ge 1 of	:
Rhode Island Gas	Jan-18	Feb-18	Mar-18	1-Apr	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	1-Nov	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	CY18	CY19	CY20	
Q4 Overall Satisfaction Sample Size	73	77	77	66	68	79	75	63	90	70	64	67	54	80	76	70	67	62	96	68	64	101	65	56	59	76	94	83	79	80	78	62	78	63	60	62	869	859	874	
Q4 Overall Satisfaction Top3Box	54.8%	63.6%	54.5%	60.6%	61.8%	58.2%	52.0%	63.5%	60.0%	65.7%	60.9%	62.7%	74.1%	61.3%	59.2%	57.1%	50.7%	66.1%	64.6%	70.6%	68.7%	67.3%	61.5%	71.4%	66.1%	59.2%	68.1%	68.7%	78.5%	77.5%	74.4%	62.9%	57.7%	73.0%	63.3%	67.7%	59.7%	64.3%	68.4%	

National Grid USA and The Narragansett Electric Company Division 7-27

Request:

Provide a detailed list of each service provided by the Service Company across the National Grid operating companies.

Response:

Please see Attachment NG-DIV 7-27 for a detailed list of services provided by National Grid USA Service Company, Inc. across the National Grid USA operating companies for fiscal year 2021 (April 1, 2020 to March 31, 2021).

Docket No. D-21-09 Attachment NG-DIV 7-27

Page 1 of 2

Functional Cost Center	Types	Attach
Audit		_
	 Consultants 	
	Contractor	
	 Payroll and Compensation Benefits 	
Business Services		
	Contractor	
	 Payroll and Compensation Benefits 	
	Postage	
Capital Delivery		
	Payroll and Compensation Benefits	
	Materials Training	
Companyota Affaira	• Training	
Corporate Affairs	Consultants	
	Consultants Contractor	
	Payroll and Compensation Benefits	
Customer Operations	• Payron and compensation benefits	
customer operations	Contractor	
	Payroll and Compensation Benefits	
Electric Business Unit		
	Contractor	
	• Payroll and Compensation Benefits	
Exec Director-US	, ,	
	Contractor	
	 Dues/Subscriptions 	
	 Payroll and Compensation Benefits 	
Finance		
	 Consultants 	
	Contractor	
	 Insurance and Claims 	
	 Payroll and Compensation Benefits 	
	Rental	
Gas Business Unit		
	Consultants	
	Contractor	
	 Payroll and Compensation Benefits 	
Human Resources		
	Contractor	
	 Payroll and Compensation Benefits 	
IT	• Concultants	
	ConsultantsContractor	
	 Payroll and Compensation Benefits Software 	
	• JUILWAIE	

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achment NG-DIV 7-27 Page 2 of 2

Functional Cost Center	Туреѕ
Legal	
	 Consultants
	Contractor
	 Payroll and Compensation Benefits
Massachusetts Jurisdiction	
	 Consultants
	 Payroll and Compensation Benefits
National Grid Ventures Jurisdic	tion
	 Office and Supplies
New York Jurisdiction	
	 Communication
	• Training
Other Actuals	
	 Asset Recovery Charges
	 Pension and OPEB non-service costs
	Variable Pay
	 Home Cost Center Residual Charges
Procurement	
	Contractor
	 Payroll and Compensation Benefits
Rhode Island Jurisdiction	
	 Payroll and Compensation Benefits
Safety, Health & Environment	
	Contractor
	 Payroll and Compensation Benefits
Strategy & Regulation	
	 Payroll and Compensation Benefits
Transformation Office	
	 Consultants
	Contractor
	 Payroll and Compensation Benefits
Transmission, Gen & Energy Pro	ocurement
	 Consultants
	Contractor
	 Payroll and Compensation Benefits

National Grid USA and The Narragansett Electric Company Division 7-28

Request:

Provide a list of the Service Company anticipated staff reductions and how many of these employees are expected to be offered positions with PPL Rhode Island.

Response:

National Grid USA is currently working through the structure of the National Grid USA Service Company, Inc.'s ("Service Company") support functions that will remain with National Grid USA following PPL Rhode Island Holdings, LLC's acquisition of The Narragansett Electric Company ("Narragansett") from National Grid USA (the "Transaction").

PPL's offers for employment to Service Company employees are being made in several phases. To date, National Grid USA is aware that only the first phase of offers from PPL has been made, which consists of 207 offers made by PPL to Service Company employees. National Grid USA anticipates as many as 350-400 Service Company employees may transfer to PPL as part of the Transaction, all of whom will have been offered roles within the PPL organization. By end of the calendar year, National Grid USA anticipates it will know the full scope of Service Company employees who will transfer to PPL and the Service Company employees who will remain with National Grid USA.

As a result, National Grid USA does not have details of the Service Company's anticipated staff reductions resulting from the Transaction at this time.

National Grid USA and The Narragansett Electric Company Division 7-29

Request:

National Grid indicates it has approximately 5,100 Service Company employees. Provide a list of each employee position which will be required in order for all the Service Company services to be continued for Narragansett after acquisition by PPL.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-29.

National Grid USA and The Narragansett Electric Company <u>Division 7-30</u>

Request:

How many years does National Grid anticipate it will provide Service Company services to PPL?

Response:

National Grid USA's management team and PPL Corporation's ("PPL") team agreed that 24 months was the appropriate maximum length of time for National Grid USA to provide services to The Narragansett Electric Company ("Narragansett") post-closing, to enable continuity in operations throughout the separation process. The Transition Services Agreement ("TSA") master agreement has a maximum duration of 24 months; however, each individual TSA has different durations ranging from 6 months to 24 months. Please see Attachment NG-DIV 7-36-1 for a list of TSAs and the durations.

The 24-month period of the TSA is designed as the outside end-point because the TSA will cease to apply to functions as they are fully transferred to Narragansett and PPL post-closing. Moreover, National Grid USA and PPL will agree to more specific final durations for each transition service as needed, as the companies proceed through the exit planning process and until closing.

In addition, Section 2.1 of the TSA will provide for an extension of the 24-month period if: Narragansett requests that any transition services continue beyond the end of the 24-month period; National Grid USA Service Company, Inc. (the "Service Company") agrees to provide such transition services beyond the end of the 24-month period; and Narragansett and the Service Company mutually agree to extend the 24-month period.

This response supplements National Grid USA and Narragansett's response to Data Request Division 1-27.

National Grid USA and The Narragansett Electric Company <u>Division 7-31</u>

Request:

Provide the basis for PPL's position that the loss of Service Company expertise, including decades of institutional knowledge, will not result in a diminution in the quality of the services to be furnished to customers following approval of the acquisition.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-31.

National Grid USA and The Narragansett Electric Company <u>Division 7-32</u>

Request:

On page 12 of Mr. Sobolewski's testimony, he states National Grid is confident that the Transaction will not diminish the high level of electric and gas distribution services customers expect in Rhode Island. Please explain in detail the basis for this statement, including how PPL intends to address its lack of experience with respect to utility matters in either New England or Rhode Island.

Response:

Mr. Sobolewski's statement is based on following:

National Grid USA expects many of the current The Narragansett Electric Company ("Narragansett") employees (both directly employed by Narragansett and indirectly employed by National Grid USA Service Company, Inc. ("Service Company")), who currently deliver a high level electric and gas distribution services in Rhode Island, will continue to serve Rhode Island at a high caliber because they will be conveyed to PPL Corporation ("PPL") on Day 1. These employees currently perform the work for the Rhode Island service area and have detailed knowledge of the systems and processes in the functional areas that will be transferred to PPL on Day 1.

The areas that are not transferred on Day 1 will be gradually transitioned to PPL through the Transition Services Agreement ("TSA"). National Grid USA is identifying the training that will be required during the transition through the Day 1 planning process. In addition, National Grid USA is developing Knowledge Transfer TSAs that will be built into the TSA schedules, to help enable PPL to access subject matter experts and build their knowledge during the first period post-close. The Service Company will also transfer appropriate knowledge and historical data to PPL to ensure operational continuity for Narragansett. Please see National Grid USA and Narragansett's responses to Data Requests Division 7-35 and Division 7-36 for additional information regarding institutional knowledge, training, and knowledge transfer that National Grid USA anticipates providing to PPL during the transition period.

As a result of these measures, PPL Rhode Island Holdings, LLC's ("PPL Rhode Island") acquisition of Narragansett from National Grid USA will not diminish the high level of electric and gas distribution services customers expect in Rhode Island.

Additionally, as explained in the pre-filed Direct Testimony of Terence Sobolewski, at page 12, National Grid USA and Narragansett understanding of PPL is that it is a reputable company with

purpose-driven culture and strong core values. Page 12 of Mr. Sobolewski's testimony also explains that National Grid USA and Narragansett's understanding of PPL is also that, like National Grid USA, PPL is committed to providing safe and reliable service for customers. Further, page 12 of Mr. Sobolewski's testimony explains that National Grid USA and Narragansett understand that PPL's utilities are consistently ranked among the best utilities in the regions they serve. Thus, based on their understanding of PPL, National Grid USA and Narragansett are confident that PPL Rhode Island Holdings, LLC's acquisition of Narraganset from National Grid USA (the "Transaction") will not diminish the high level of electric and gas distribution services customers expect in Rhode Island.

Please see PPL and PPL Rhode Island's response to Data Request Division 7-31 for additional information in response to this request.

National Grid USA and The Narragansett Electric Company Division 7-33

Request:

Provide the service Company's schedule outlining the full duration of the transition, including all significant milestone dates.

Response:

Please see Attachment NG-DIV 7-33 for the overall transition timeline through December 2021, including the significant milestones. This attachment includes the current high-level plan that National Grid USA and PPL Corporation are using to manage the transition process.

National Grid USA and PPL initially established a transition plan based on the petition's request for regulatory approval by November 1, 2021. Based on the travel of the proceeding, National Grid USA and PPL later revised the transition plan with a target regulatory approval date by December 31, 2021. On September 9, 2021, the Hearing Officer entered a procedural schedule with a target decision date of February 25, 2022. National Grid USA and PPL are now working to establish a transition plan based on the scheduled target decision date of February 25, 2022.

In addition, National Grid USA and PPL are continuing to develop a plan for the remainder of the transition that extends beyond the closing date. National Grid USA is currently in the very early stages of the exit planning process.

NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No D-21-09 Attachment NG-DIV 7-33 Page 1 of 1 Complete

On Track

Delayed Plan on a page – where are we in the process? S Target Op Model RI Approval Deal Close Readiness First 60 days (May 17, 2021) Stand up date Reg Submission (May 4, 2021) Todav Deal Sign (Jan 1. 2022) (Mar 18, 2021) (Sep. 8, 2021) April Mav June Julv August September October November December RI Op Model complete Employee offers (PPL) RI Electric OD Draft RI Joint Op Model Workshops RI Communicate offers RI Talent Identified Transition Employee Transfers Confirmed Leaders RI Gas OD Draft to employees Dedicated list to Additional Servco list to announced PPL PPI Operating Draft updated internal job posting policy to implement as employees are notified Model & People Develop retention strategies (if applicable) Retention Plans in effect Comp / Ben -Initial Day 1 Comp Side by side Employee identification process New plans go live / Ben Assumptions analysis Assist setup of new benefit plans Develop TSA Governance Plan 🔶 Launch TSA Governance Structure 🤙 Confirmation on TSA schedules Mobilization and TSA schedule TSA go live ٠ development Updated TSA services TSA agreement 🔶 Initial TSA TSAs schedules and pricing Updated TSA services. TSA Billing Tested schedule TSA Refresh TSA Refresh schedules and pricing drafted TSA Training Draft TSA Exit Strategy TSA Exit Planning (TMO & IT) Develop and Refine TSA Exit Plans Day 1 requirements Day 1 Readiness Checkpoint #1 Session 1 Day 1 Readiness Checkpoint #2 Establish TMO/IMO program Dav 1 structures and cadences workshops with PPL Requirements Day 1 Day 1 Readiness Checkpoint #1 Session 2 Inint readout Joint TSA readout & Day 1 Planning Workplan Development Workplan Execution Readiness Mobilization Day 1 Process Enablement (Blueprinting) IT Workstream ERP Design, Build & Unit Test Day 1 data migration for non-TSA IT app dispositions Mobilization Non-ERP Design / Build / Unit Test: Customer, Day1 Access, Data Migration Cutover prep Requirements Workshops IT TSA Exit Planning Day One projects NG/PPL IT App Go-live and hyper care Test Planning (SIT, UAT, Regression) defined Dispo WS Day 1 draft PPL business & IT requirements Testing Execution (SIT, UAT, Regression) Stranding & Stranding & Stranding & Stranding & Stranding & Refreshed FY21 Stranding & CTA (p50) CTA(p70) CTA (p80) Stranded Analysis CTA(p60) CTA(p90) Stranding: Path to Zero CTA(p100) Stranding (OpEx) Cost Mitigation Roadmap Plans agreed Post-announcement Execute change mgt plan (KT, training etc) Change Impact assessment & mitigation planning leadership messaging Change Deal complete external comms Communicate RI Management Employee Regulatory Approval external comms Employee offer communications employee benefits pref surveys Pre-close Roadshows Regulatory submissions Regulatory HSR Anticipated RI 🔶 MA Waiver Anticipated RI Approval (first 60-days) Expiration Procedural Schedule Approvals Vendor Prioritization New contracts set up Priority contracts Finalize contract dispositions Vendor Outreach Initiated reviewed 🔶 Contracts Complete Finaliże vendor comm templates Vendor negotiation and contract setup

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC.

National Grid USA and The Narragansett Electric Company Division 7-34

Request:

Provide a detailed list of each support function to be provided by the Service Company including the names, title and position of each Service Company employee who will be completely or partially assigned to support PPL during the transition.

Response:

National Grid USA and PPL Corporation ("PPL") are continuing to work through the transition services that National Grid USA Service Company, Inc. ("Service Company") will provide to PPL after close of PPL Rhode Island Holdings, LLC's acquisition of The Narragansett Electric Company ("Narragansett"). Although not final, please see National Grid USA and Narragansett's response to Data Request Division 7-36 for the functions that National Grid USA currently anticipates will be provided by Service Company employees through the Transition Services Agreement ("TSA") to support PPL during the transition. National Grid USA and PPL are still working on the specific activities that will be included under the TSA, so the anticipated activities listed in the referenced table are subject to change.

National Grid USA estimates that approximately 300-370 Service Company employees will provide support associated with the TSA, either part-time or full time. National Grid USA cannot, however, provide a list of the specific Service Company employees who will be assigned to PPL through the TSA because it does not expect designated Service Company employees will be specifically assigned, completely or partially, to PPL during the transition. Rather, teams from the relevant Service Company functions will support PPL during the transition, and specific individuals will assist in the support as-needed. For example, Employee X will not be specifically assigned to support PPL on a full-time or part-time basis; however, Employee X's team will support PPL during the transition. National Grid USA will retain the resource capacity of the Service Company's functional teams to support the TSA.

National Grid USA and The Narragansett Electric Company Division 7-35

Request:

Provide a detailed explanation of what level of institutional knowledge will be transferred to PPL during the transition and detail the processes through which that institutional knowledge can and will be transferred.

Response:

National Grid USA and The Narragansett Electric Company ("Narragansett") will transfer institutional knowledge to PPL Corporation ("PPL") in following ways:

- The parties are working through a collaborative process to understand exactly who from National Grid USA and Narragansett will convey to PPL on Day 1. Although that process has not yet been finalized, National Grid USA expects many of the employees currently working on Narragansett business (both directly employed by Narragansett and indirectly through National Grid USA Service Company, Inc. (the "Service Company") will continue to their work following the close of PPL Rhode Island Holdings, LLC's acquisition of Narragansett from National Grid USA (the "Transaction") because they will be conveying to PPL on Day 1. These employees currently perform the work on behalf of Narragansett and have detailed knowledge of the systems and processes in the functional areas that will be transferred to PPL on Day 1. Please see National Grid USA and Narragansett's response to Data Request Division 7-36 for a detailed list of the functional areas that can be safely and efficiently transferred to PPL on Day 1.
- 2. The areas that are not transferred to PPL on Day 1 will be gradually transitioned to PPL as specified in the Transition Services Agreement ("TSA"). National Grid USA is identifying the appropriate training that will be required during the transition through the Day 1 planning process. Please refer to the draft TSA schedules listed below, which are provided as attachments in National Grid USA and Narragansett's response to Data Request Division 7-36, for details on training that the Service Company anticipates providing to PPL during the transition period. As discussed in National Grid USA and Narragansett's response to Data Request Division 7-36, the work associated with the TSA scope of transition services is ongoing and currently undergoing further review, refinement, and finalization; therefore, these TSA schedules are subject to change.

- Attachment NG-DIV 7-36-2-3 103B-EP: Energy Transactions (Financial), page 12.
- Attachment NG-DIV 7-36-2-9 133-FAC: Training Facilities, page 10.
- Attachment NG-DIV 7-36-2-11 119-HR: Training (Learning and Development), page 3.
- Attachment NG-DIV 7-36-2-11- 123-HR: Talent and Performance Management, page 4.
- Attachment NG-DIV 7-36-2-12 130-HSE: Health Services, page 16.
- Attachment NG-DIV 7-36-2-12 131-HSE: Safety Policy & Programs, page 18.
- Attachment NG-DIV 7-36-2-4 -087-GO: Consultancy Services for Dispatch Supervision page Page 3
- Attachment NG-DIV 7-36-2-5 082A-EO: Emergency Planning and Operations, page 32
- 3. Additionally, National Grid USA, in collaboration with PPL, is developing Knowledge Transfer schedules, which will be built into the TSA schedules. These Knowledge Transfer schedules will enable PPL to access subject matter experts that will help to build PPL's knowledge during the first period following the Transaction close.
- 4. The Service Company will also transfer appropriate knowledge and historical data (including physical documents and electronic files) to PPL to ensure operational continuity for Narragansett.

This response supplements National Grid USA and Narragansett's response to Data Request Division 2-18.

National Grid USA and The Narragansett Electric Company Division 7-36

Request:

On page 14 of Mr. Sobolewski's testimony, he indicates National Grid will work very closely with PPL in the short and long-term to transition support. What is the anticipated duration for the short-term support and the duration for the long-term support? Provide a detailed list of each support function which will be provided during the short-term and each support function provided during the long-term.

Response:

As explained in National Grid USA and The Narragansett Electric Company's ("Narragansett") responses to Data Requests Division 1-28, Division 2-17, Division 2-18, and Division 2-22, National Grid USA and PPL Corporation ("PPL") continue to run through a Day 1 planning process to identify functional areas that can be transferred safely and efficiently on Day 1 and areas that will require a more gradual transition supported by the Transition Services Agreement ("TSA"). The planning process includes identifying employees who will be conveying to PPL, documenting processes/activities that National Grid USA will be performing on behalf of PPL through the TSA and as hand-offs occur between the two companies.

Table 1, below, contains a detailed list of functional areas that can safely and efficiently be transferred to PPL in the short-term and long-term. In particular, Table 1 provides the support functions and activities that will transition to PPL in the short-term (i.e., activities transitioning to PPL on Day 1) and long-term (i.e., areas with TSA needs). National Grid USA and PPL are still working on the specific activities that will be included on Day 1 and under the TSA, so the anticipated activities listed in the table are subject to change.

As of August 16, 2021	Short-term: Activities transitioning to PPL on Day One	Long-term: Areas with TSA Needs
Customer	 Customer Sales & Solutions Marketing & Growth 	 Contact Center Billing & Collections Customer Delivery Meter Data Services
Gas	 Asset management Field Operations Meter Shop Work & Resource Planning Dispatch System planning 	Control CenterGas Procurement

<u>Table 1</u>

Issued on August 31, 2021

	 LNG Operations Instrumentation & Regulation Pipeline Safety 	
Electric	 Field Engineering Distribution Asset Management Line Design Distribution Control Center Field Operations, Project & Const. Mgmt. 	 Electricity Procurement Transmission Control Center T-line and substation design & engineering Transmission interconnections
Reg & Gov Affairs	 Regulatory Affairs Regulatory Strategy Accountability for all Regulatory Filing Requirements 	• TSA will provide consultant services on specific list of quarterly, annual, monthly filings as agreed with PPL
Ops Support (incl. Bus. Services)	 Fleet Technical Training Environmental Safety 	 Payroll & Timekeeping P2P Facilities & property services Inventory management & warehouse management Security
HR	 Recruitment Talent management Labor relations Performance mgmt. 	 Employee services HRIS Benefits & retirement administration
Legal & Compliance	• All activities transitioning to PPL	• None
Finance & Accounting (inc Tax)	• Overall financial planning including debt, cash management, tax filings, enterprise risk management, insurance, audit and internal controls	 Balance sheet account reconciliations, mid/back-office for energy procurement Transactional activities in support of FP&A, property tax, accounting & financial reporting, tax consulting
IT	• PPL to provision access to RI employees to legacy PPL systems. RI employees to retain access to NG systems necessary for Day 1 operations	• All IT activities to be fully supported. App support for systems expected to drop-off with corresponding reductions in business TSA

- Please see Attachment NG-DIV 7-36-1 for list of updated TSAs by functions and duration (long-term support). Attachment NG-DIV 7-36-2-1 through Attachment NG-DIV 7-36-2-15 contain the detailed draft indicative TSA schedules by function as of August 16, 2021 and the anticipated duration of long-term support. List of TSA schedules Attachment NG-DIV 7-36-1
- Billing & Collections Attachment NG-DIV 7-36-2-1
- Customer Services Attachment NG-DIV 7-36-2-2
- Energy Procurement Attachment NG-DIV 7-36-2-3
- Gas Operations & Engineering Attachment NG-DIV 7-36-2-4

- Electric Operations & Engineering Attachment NG-DIV 7-36-2-5
- Business Services: Balance Sheet Account Reconciliations Attachment NG-DIV 7-36-2-6
- Business Services: P2P Attachment NG-DIV 7-36-2-7
- Business Services: Employee Services Attachment NG-DIV 7-36-2-8
- Facilities Attachment NG-DIV 7-36-2-9
- Finance & Accounting Attachment NG-DIV 7-36-2-10
- Human Resources Attachment NG-DIV 7-36-2-11
- Health & Safety, Monitoring & Compliance Attachment NG-DIV 7-36-2-12
- Regulatory Attachment NG-DIV 7-36-2-13
- Supply Chain Management Attachment NG-DIV 7-36-2-14
- IT Attachment NG-DIV 7-26-2-15

The work associated with the Day 1 planning and TSAs are ongoing and currently undergoing further review, refinement, and finalization. Therefore, the activities transitioning to PPL on Day 1 and TSA schedules are subject to change. National Grid USA and Narragansett expect to continue to update the TSA schedules until the closing of PPL Rhode Island Holdings, LLC's acquisition of Narragansett from National Grid USA and will supplement this response accordingly.

This response supplements National Grid USA and Narragansett's responses to Data Request Division 1-28, Division 2-17, Division 2-18, and Division 2-22.

Exhibit A

Transition Services

This Exhibit A to the draft Transition Services Agreement ("TSA") has been prepared by National Grid USA ("National Grid") for the exclusive use of the party to whom National Grid delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and National Grid (the "Agreement"),¹ National Grid does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of National Grid.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. National Grid expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and National Grid has no obligation to update such information, including in the event such information becomes inaccurate.

This Exhibit A to the draft Transition Services Agreement has been prepared solely for informational purposes only. The Recipient should consult its own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and by accepting this presentation, the Recipient confirms that it is not relying upon the information contained herein to make any decision. This Exhibit A to the draft Transition Services Agreement does not purport to be all-inclusive or to contain all of the information that the Recipient may require.

For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are co-terminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Exhibit A to the draft Transition Services Agreement contains material, non-public information concerning National Grid and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among National Grid, National Grid plc and PPL Corporation. The Recipient acknowledges that National Grid considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

DRAFT LEGAL TSAs-Billing & Collection

001-BS: CUTOMER BILLING OPERATIONS	
002-BS: SAP (NON-UTILITY) BILLING OPERATIONS	6
003-BS: PAYMENT PROCESSING	
004 BS: CREDIT & COLLECTIONS	10
005-BS: REVENUE ASSURANCE	
006-BS: FINANCIAL TRANSACTIONS	15
008-BS: HIGH VOLUME RESIDENTIAL BILLING	17
009-BS: COMPLEX BILLING ACCOUNT MANAGEMENT	
010-BS: PROTECTIONS	
011-BS: SERVICE APPLICATIONS MANAGER (SAM)	
012-BS: ACCOUNT DATA MAINTENANCE (ADM)	
013-BS: ADVANCED CONSUMPTION, LONG-TERM ESTIMATES, LEAVE LANDLORD	

• 001-BS: Customer Billing Operations

TSA ID:	001-BS
Service:	Customer Billing Operations
Detail:	 Provide the following services for customer billing: <u>Service Description:</u> Billing Manage manual and automated updates to the billing systems to ensure accurate billing and tariff compliance Manage, including manual efforts, complex contracts and unique billing scenarios that bill outside the billing systems Tariff Rate Modelling Maintain, which include manual efforts, billing system tables/structures related to tariff rate modelling and coordinate with IT on codes changes required for billing Tax Rate Modelling Maintain, which includes manual efforts, billing system tables/structures related to tax rate modelling and coordinate with IT on codes changes required for billing Bill and Letter Composition Modify bill and letter formats, test, and implement changes including coordination with print and mail service provider. This is work done in the composition toolset and coordination with the print and mail service supplier. Bill Messaging Develop planning, scheduling, and testing messages that will
	 Develop planning, scheduling, and testing messages that will appear on customer bill statements. These include system- driven event messages and "marketing" type messages targeted at a specific population and for a given time period.

Automated (System-Driven) Bill Messaging and Letter
 Triggering With coordination from IT department staff, manage internal system-driven bill messages and letters to customers. An example would be budget billing review and settlement messages that automatically appear on bill statements for those customers enrolled in the program.
 Billing Analytics Produce billing analytics that are necessary through the course of a month including scheduled and recurring queries, ad-hoc requests for information, and responding to data requests in rate cases and other regulatory requests. This analysis requires use of the production CIS databases, information warehouses, and temporary storage / staging areas. This analysis should be in the same manner and to the same degree of frequency and volume as before Closing.
 Financial Reporting Maintain the G/L transaction translation tables in billing systems Provide reporting for accounts that bill outside the billing system Manage all exceptions to the reporting process
 Paper & Electronic Bill, Imaging, Archival, and Delivery Provide paper and electronic bills to all customers of Narragansett utility services
 Customer System Change, Application and Data Security Management Perform CSS billing system corrections, changes, and coordinate system access
 Retail Choice Billing, Supplier Transactions, & Pay as you get paid (PAYGP) Management Perform all Retail Choice Customer Billing, Supplier transactions, and manage PAYGP agreement

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Exhibit A

Transition Services

	 Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders Service Exclusions: N/A Bundling Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway Hours of Operation: Support is available from Monday – Friday, 7:00 a.m 6:00 p.m. Eastern Standard Time Off hours support as needed to assist with projects and emergencies
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

• 002-BS: SAP (Non-Utility) Billing Operations

TSA ID:	002-BS
Service:	SAP (Non-Utility) Billing Operations
Detail:	Provide the following services for SAP Non-Utility billing:
	Service Description:
	 Produce bills in SAP, provide guidance and support to internal billing requestors who bill through the SAP portal and governance around billing accuracy and timeliness
	 Produce bills for various bill types
	 Complete true-up calculation and invoicing for reconcilable construction (including Contribution In Aid of Construction (CIAC)) jobs by comparing upfront estimated payment to actual charges allowed in state tariffs
	 Monitor the SAP portal and provides oversight to bills that route through the portal for approval
	 Research and update customer master data for billings through SAP and delete any duplicate customer data that exists
	 Reconcile and submit journal entries for labor billable accounts and CIAC true up
	 Establish reference field and work with rental billing originators to monitor contracts by providing reporting from SAP that is used to certify contracts
	 Provide reporting to billing originators to measure billing timeliness and accuracy
	 Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	<u>Service Exclusions:</u>
	• Document Management – <i>Records Management and IT (SAP ECC) is Responsible for this.</i>
	Contract Administration – Procurement is Responsible for this
	• Work Order Management - IT (STORMS, Maximo, Salesforce) are responsible for this, in addition to the Work Order Management Teams found in the EBU and GBU.

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Transition	Services
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	 Tax - Tax and Indirect Tax Departments are responsible for Tax Calculations in SAP ECC Environment <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway <u>Hours of Operation:</u> Support is available from Monday – Friday, 7:00 a.m 6:00 p.m.
	Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

003-BS:	Payment	Processing
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TSA ID:	003-BS
Service:	Payment Processing
Service: Detail:	 Provide services necessary for timely and appropriate customer payment processing: Service Description: Lockbox management – mail-in customer payments – retail and wholesale Manage Electronic Lockbox Manage authorized third-party payment processors Process and balance daily vendor payment files to CSS Monitor/reconcile bank accounts for Narragansett entities that receive customer payments (utility and non-utility) Process non-utility payments to invoice(s) on customer accounts in SAP Resolve payment exceptions/investigation Process customer payment reversals to vendors / refunds to non-
	 utility customers Provide customer support for utility/non-utility payments Electronic payment management - ACH (DirectPay, Web, IVR) Manage government payment websites Provide General Ledger activity/payment support Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders Exclusions Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway Hours of Operation:

Exhibit A

Transition Services

	 Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

004 BS:	Credit &	Collections
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TSA ID:	004-BS
Service:	Credit & Collections
Detail:	Provide services for customer credit & collections activities:
	Service Description:
	Credit and Collections Management
	 Collection strategy execution using a risk-based portfolio management program including:
	 Customer notifications
	• Outbound call management
	• Live agent commercial outbound collections
	• Field collection coordination
	 Management assistance programs
	• Payment plan offerings
	 Customer account write-off
	 Collection agency management
	• Account protection management
	 Liens and judgements
	• Bankruptcy cases
	 Deceased / executor cases
	 Customer and account management
	• Manage all account initiation (positive ID, data hygiene)
	• Account finalization following shut-off for non-payment
	• Large commercial account management
	 Security deposit requirements
	Compliance, Analytics, and System Support
	 Financial controls and audit compliance
	 Assure compliance with regulatory rules regarding collection activities and customer protections

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Fee: Seller Service Representative	
Transition Period:	24 months
	 <u>Hours of operation:</u> Support is available from Monday – Friday, 7:00 a.m 6:00 p.m. Eastern Standard Time
	<u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
	 <u>Service Exclusions:</u> Analysis and preparation of filings, information requests with the RI PUC, Division, or other parties. PPL will be the interface with RI PUC on Day 1.
	 Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	 Financial Analysis and Rate Case Support Financial performance reporting including monthly bad debt and write off Analysis required to support regulatory reporting obligations (e.g. incentive mechanisms, cost recovery)
	 Manage credit and collections analytics engine - SQL server management, data capture, collection, analysis and visualization using predictive and prescriptive analytics Customer system support – provide business support for customer system changes and enhancements

Company Service	
Representative	

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• 005-BS: Revenue Assurance

TSA ID:	005-BS
Service:	Revenue Assurance
Detail:	Provide services for Revenue Assurance activities:
	Service Description:
	 Develop and implement strategy to act on identified theft of services / diversion or other revenue losses by:
	 Initiating, assisting and participating in investigations, corrections and recovery of energy and revenue losses
	 Performing loss analysis associated with defective equipment, billing errors, damaged equipment and energy theft
	 Filing civil complaints to recover losses and filing criminal complaints
	 Managing and coordinating regulatory and legal support for all revenue loss related incidents
	 Managing and coordinating customer contact regarding identified issues
	 Managing the Diversion Incentive program which awards employees who report a suspected condition on a meter or service that proves to be a diversion and may result in loss of revenue.
	 Perform case management: Intuit is currently used as Revenue Assurance's Case Management System (Tool) in all Regions, including RI
	• Leverage data / insights to identify deviations and potential revenue loss. Utilize advanced analytic tools to identify end to end process issues. Work with customers to assess, develop and implement policies and procedures to mitigate revenue loss
	 Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	Service Exclusions:
	Works with Account Maintenance & Operations (AMO) for back billing of customer accounts - <i>Completed by AMO Team</i>

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	 Does not prosecute nor lead investigations - <i>Completed by</i> <i>Company Legal and External Law Enforcement & Judicial</i> <i>Entities</i> Is not responsible for correction or billing of theft between tenants Detectant - Revenue Assurance does not use the Detectant toolset in RI. <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway <u>Hours of Operation:</u> Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m.
Transition Period:	Eastern Standard Times 24 months
Fee:	
Seller Service	
Representative	
Company Service Representative	

• 006-BS: Financial Transactions

TSA ID:	006-BS
Service:	Financial Transactions
Detail:	Provide services for Financial Transaction activities:
	Service Description:
	Bankruptcy (BK) Protections
	 When National Grid is notified of a bankruptcy filing, the Financial team separates the customer's billing covered under bankruptcy from billing that the customer remains responsible for
	Receiverships
	 To provide support related to receiverships which are a court appointed person to act as the custodian of a company's assets or business operation, with the goal of returning them to a profitable state and thereby avoiding bankruptcy. Support may include receiving and reviewing court papers advising of the court appointed person. Once approved, the account is updated with the new responsible party.
	• Tax Exempt
	 National Grid to provide necessary in relation tax certifications for all customer accounts that are coded tax exempt: Upon receipt, update accounts and code to exclude tax where applicable, correct bills and rebill to reflect the tax exception
	Outreach to customers when no certification has been received
	Revenue Assurance Back-billing
	 Identify loss of revenue through theft of service and/or assets not accounted for (active meter set in field with no record on file and not set up for billing).
	• Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders

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	Service Exclusions:
	• N/A
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway
	Hours of Operation:
	 Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m.
	Eastern Standard Time
Transition Period:	24 months
	
Fee:	
Seller Service	
Representative	
Representative	
Company Service	
Representative	

• 008-BS: High Volume Residential billing

TSA ID:	008-BS
Service:	High Volume Residential Billing
Detail:	Provide services for High Volume Residential Billing:
	Service Description:
	The high-volume Workflow Manager (WFM) team completes prevalent exceptions pertaining to residential accounts to provide the customer with services or corrected billing. Exceptions with some of the more common examples listed below are manually reviewed to determine the appropriate action. Actions may require corrections to the account or premise to allow a bill to generate, service order issuance to collection additional information in order to correct the account or premise, or acceptance of the information so the system knows it is accurate.
	• Completion of a variety of exceptions that prevent a bill from generating, this can include discrepancies with rates, meter reads, and invalid data.
	Change Meter Orders
	 The residential billing team issues and completes change meter orders when a meter is not registering correctly (i.e. forced estimates)
	Multiple Edit
	 A multiple edit exception will trigger when a regular reading comes in lower than the service activation. It typically effects multiple accounts and is corrected by maintaining service activation and realigning usage.
	High / Lows
	 A high/low energy WFM is generated when a reading does not fall in line with previous usage. The reading can be higher than normal or lower than normal. Usage is reviewed to determine if

Exhibit A

Transition Services

	it is in line with history and either accept the read or a service order is issued to confirm the information.
	Connects / Disconnects
	 Resolve errors that are preventing the completion of a start or stop service order. This can include corrections to meter reads, field order data and activation data. The team will review and determine a root cause reason for the error, make the correction and complete the service order to start or stop billing.
	Stop Meter
	 A stop meter is one that stops registering usage despite the customer still using the service. This typically impacts gas meters. Team reviews the premise information to determine if the stopped meter is acceptable (i.e. seasonal property), if not, outreach is made to the customer in an attempt to investigation the meter conditions. Actions may include a service order issuance and follow up, or correction to the account. If the meter is changed, the team corrects the billing leveraging previous years' history.
	 Final Bill Disputes
	 The customer disputes a final account typically due to fraud. After investigating and the customer providing supporting documentation, the charges are removed through a one-sided credit. Team will review the information provided by the customer and determine if it meets the requirements to remove the charges. They will notify the customer of the decision and if applicable, they will remove the billed charges.
	 Miscellaneous Accounts Receivable
	 Many miscellaneous A/R WFM's are issuing credits or refunds for the customer. These include but are not limited to cut-ins credits, net metering credits, escheatment and aged excess credits. The team will receive and review the request for adjustment and process it on the customer's account as applicable.
	Miscellaneous Customer Service
	 Various requests including but not limited to enrolment or stop of budget billing, cancel/rebilling, connect in error, completion of change meters, connects, disconnects, sets, removes, investigating usage and enrolling in EFT. The team will receive

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	and review the request and take the appropriate steps to resolve the request.
	• Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	Service Exclusions:
	 N/A <u>Bundling</u> Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway
	<u>Hours of Operation:</u>
	 Support is available from Monday – Friday, 7:00 a.m 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service Representative	

• 009-BS: Complex Billing Account Management

TSA ID:	009-BS
Service:	Complex Billing Account Management
Detail:	Provide services for complex billing activities:
	Service Description:
	 Perform meter / account investigations
	 Provide accurate and timely billing
	 Provide accurate billing adjustments
	Gas Transportation/Special Handling Accounts- perform special services for long term, large volume customers based on therms (Gas Units) transported and consumed (e.g. Interval metering)
	 Process connects, disconnects, meter changes, obtain off-cycle readings, do not bill estimates, apply additional charges This requires the team to review errors or exceptions and take the appropriate action would could include
	data corrections on an account or premise, request and follow up on a service order which is needed to collect
	additional information needed to correct an issue, rebilling accounts to correct charges, correcting usage, applying charges.
	 Distributed Generation (DG) / Net Metering- customers that have solar panels and generate their own energy. RI Renewable Energy Growth Program coding. Team receives information and codes the accounts accordingly, as well as rebilling as needed.
	 Demand Billing- Customers that use more than 2,000 kWh per month for four consecutive months are placed on demand billing. Demand billing is focused around the customer's maximum load to ensure the electrical system can handle at peak usage times. The team manage these accounts to ensure accurate billing, and as needed, additional field orders are issued to collect additional information and billing is corrected.
	 No Bill- A customer that does not receive a bill for a period greater than 60 days is considered a No Bill

	 Processing/assigning customer accounts to the proper department to fix accounts to produce a bill
	 Rate Changes- A customer's rate changes are based off the amount of gas or electric the customer is consuming, as well as the revenue class
	 Review and process rate change exceptions to ensure customer is billing on the correct rate
	• Time of Use- Process billing that uses different cost of service based on the season and time of day. This is mainly used by customers that have farms or have purchased an electric vehicle. The team manages these accounts to ensure accurate billing, and as needed, additional field orders are issued to collect additional information and billing is corrected.
	 Non-Regulated Power Producers ("NPP's") - Customers can choose an NPP to supply their needs should they not want to use Narragansett Electric supply services. As needed, the team resolves errors preventing the issuance of a bill, manually adds or drops NPP's.
	 Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	<u>Service Exclusions:</u>
	• N/A
	<u>Bundling</u> Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway
	Hours of Operation:
	 Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	

Company Service	
Representative	

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• 010-BS: Protections

TSA ID:	010-BS
Service:	Protections
Detail:	Provide services for protections activities:
	Service Description:
	 Manage documentation provided by customer for financial hardship, proof of payment, handicapped, elderly, infant, serious illness, LIHEAP protection
	Receive LIHEAP assistance pledges and managing accounts
	 Manage documentation provided by doctors for handicapped or serious illness protection
	 Manage court and death certificates to code accounts deceased
	 Generate usage reports, statements to fulfil usage, and statement requests
	 Process miscellaneous collections to add budget billing, transfer balances, activate payment agreements
	Assess reconnect fees
	Create financial statements for financial hardship
	Transfer past dues balances from final accounts to active accounts
	• Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	Service Exclusions:
	• N/A <u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
	Hours of Operation:
	 Support is available from Monday – Friday, 7:00 a.m 6:00 p.m. Saturday 8:00 a.m 4:00 p.m. Eastern Standard Time

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Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

• 011-BS: Service Applications Manager (SAM)

TSA ID:	011-BS
Service:	Service Applications Manager (SAM)
Detail:	Service Applications Manager (SAM) Provide services for new service initiation: Service Description: • Verify leases and deeds • Connect correct customer with corresponding premise • Verify IDs • Verify a minor is not listed as the customer • Check with Experian if customer is fraudulent • Manage adjustments to customers assuming past balances • Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and
	 endities ensuring compliance with balances, and regulatory orders <u>Service Exclusions:</u> N/A <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway

	 <u>Hours of Operation:</u> Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Saturday 8:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

• 012-BS: Account Data Maintenance (ADM)

TSA ID:	012-BS
Service:	Account Data Maintenance (ADM)
Detail:	Provide services for Account Data Maintenance:
	Service Description:
	The ADM team maintains both customer and service information to ensure that the account and service is being upheld for accurate billing and customer satisfaction purposes.
	• Stopped Meter- Stopped Meter WFMs are generated when a meter has zero usage but continues billing for at least two months. This process determines if a meter has stopped registering usage either due to a defective meter or stopped use of the meter by the customer (i.e. seasonal)
	• UTC WFM- Connect orders issued to field can be put in an unable to complete (UTC) status due to various reasons. The goal is to act to remove the UTC
	• Undeliverable electronic bills ("eBills") - Customers set up on paperless billing, request their monthly bills be sent to them via email. These accounts are reviewed and updated if the customer has not successfully received their e-bill
	 Returned Mail- Returned paper mail is sorted to be delivered to the corresponding team to handle
	 Scanning- Documents that need to be scanned to customer accounts are run through a program called Kofax
	 Order Completion- field orders that could not systematically close and need additional manual intervention
	Statement Request
	 Escalations and audit activities
	 Mixed Metering- meters that are switched in the system and billing the incorrect customer
	Fast/Slow review
	Demand meter report review

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Exhibit A

	Processing and maintenance of discount rates and renewals
	Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	Service Exclusions:
	• N/A
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway
	Hours of Operation:
	 Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

• 013-BS: Advanced Consumption, Long-Term Estimates, Leave On For Landlord

TSA ID:	013-BS
Service:	Advanced Consumption, Long-Term Estimates, Leave On For Landlord
Detail:	Provide services for Advanced Consumption, Long-Term Estimate, and Leave On For Landlord activities:
	Service Description:
	Advanced Consumption team manage the process of connecting a customer in the office to an active meter in the field to ensure accurate billing.
	Advanced Consumption
	 Research accounts attempting to resolve the lost consumption with the possible outcomes- connect Is completed, shut off and seal the meter, pole cut or cut at the curb
	 Long Term Estimates (LTE's)
	 Research accounts to find an individual able to provide access to process a change meter so regular company reads can be obtained and bills can be provided to the customer correctly for consumption
	Leave on for Landlord (LOFL)
	 Process application and deletion forms for landlords interested in enrolling/de-enrolling in the LOFL program
	Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
	Service Exclusions:
	• N/A
	<u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway

Exhibit A

	 <u>Hours of Operation:</u> Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m.
	Eastern Standard Time
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

Exhibit A

Transition Services

This Exhibit A to the draft Transition Services Agreement ("TSA") has been prepared by National Grid USA ("National Grid") for the exclusive use of the party to whom National Grid delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and National Grid (the "Agreement"),¹ National Grid does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of National Grid.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. National Grid expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and National Grid has no obligation to update such information, including in the event that such information becomes inaccurate.

This Exhibit A to the draft Transition Services Agreement has been prepared solely for informational purposes only. The Recipient should consult its own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and by accepting this presentation, the Recipient confirms that it is not relying upon the information contained herein to make any decision. This Exhibit A to the draft Transition Services Agreement does not purport to be all-inclusive or to contain all of the information that the Recipient may require.

For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are co-terminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Exhibit A to the draft Transition Services Agreement contains material, non-public information concerning National Grid and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among National Grid, National Grid plc and PPL Corporation. The Recipient acknowledges that National Grid considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

DRAFT LEGAL TSAs-Customer Services

038-CS: CUSTOMER SALES AND SOLUTIONS	3
039-CS: CALL CENTER OPERATIONS	4

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TSA ID:	038-CS
Service:	Customer Sales and Solutions
Detail:	National Grid will provide management consulting services and additional knowledge transfer to achieve transition of Utility Services and Analysis Support ("USAS") functions as described below.
	Electric Connections USAS
	• Responsible for providing the business with Contribution In Aid of Construction (CIAC) management, load estimation and financial analysis while supporting CIAC recovery, and compliance with rules, regulations and policies
	Gas Connections USAS
	• Responsible for providing the business with Contribution In Aid of Construction (CIAC) management, IRR modelling, load estimation and financial analysis while supporting CIAC recovery, and compliance with rules, regulations and policies
Transition Period:	3-6 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

038-CS: Customer Sales and Solutions

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039-CS: Call Center Op	<u>erations</u>
TSA ID:	039-CS

TSA ID:	039-CS
Service:	Call Center Operations
Detail:	National Grid's Call Center shall continue to provide services for the Company in a manner consistent with the practices of the Company during the twelve-month period prior to Completion, subject to any changes requested by the Company that are reasonable or required by applicable Requirement of Law. These services shall include:
	All Call Center Operations (manage customer service
	problems, requests, inquiries and customer transactions)
	• Establish new customers
	 Customer Move-In, Move-Out Gas Lead Intake for new customers
	 Gas Lead Intake for new customers Managed Account Services (MAS)
	 Nanaged Account Services (MAS) Customer & Account Maintenance (maintain customer
	/ account attributes, enroll/drop products & services)
	 Outage / emergency /storm management
	 All residential and commercial customer transactions in
	all customer channels
	• All offline (non-call) clerical and transaction work
	• Manage vendor agent staffing levels as necessary due to call volume (storm and non-storm)
	Workforce Management
	 Forecasting of calls volume, staffing needs, and service levels on a rolling 12 month basis and as requested and needed;, reporting of all regulatory, operational, and agent based performance metrics, and associated data on monthly basis (at a minimum), perform ad hoc reporting as requested, and interfacing with IT related vendors (system monitoring, call recording, call routing)
	• Agent management (scheduling of agents, performance management)

 Communications team to manage Cite knowledge base and agent resources to assure accuracy and timeliness. Vendor Management (call quality monitoring, agent coaching, translation services) Manage all vendor relationships to ensure service and performance expectations are met and performance is sustained per contracts. Deliver Training to all agents, both internal and vendor Develop new training, revise current training and maintain training plan to meet. Supervisors continue monitoring and coaching internal agents. Storm Recovery Manage staffing levels internal and with vendors during storms and outages. Manage all storm related technology, including and not limited to 21st Century, outbound dialer messages, and IVR messages. Serve in assigned ICS storm roles during storm events and communicate outage updated to CS organization Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
National Grid will maintain current hours of operation. Staffing levels will be monitored and adjusted to meet demand, which includes the recruitment of agents to cope with peak periods of call activity
National Grid will provide the Company with monthly data related to regulatory and operational metrics. Seller will provide the Company with ad-hoc reporting and data as requested and reasonable.
 Exclusions Customer Advocacy Direct customer assistance and community engagement and hold required office hours at community action locations. Manage relationships and interactions with community action agencies and customer base

	• Arrearage Management Program (AMP) plan enrollment,
	monitoring and reporting.
	• Low Income Home Energy Assistance Program (LIHEAP)
	bill crediting process and related discount rate data match
	with Community Action Program Agencies (CAPs).
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway
	the service definition and remement process underway
	Call center business hours are Monday – Friday, 7 am – 7 pm.
	Coverage is provided 24 x 7 for gas emergencies and outages
	coverage is provided 2 + x + for gas emergeneres and outages
	Collections call hours are Monday – Friday, 7am – 9pm, and on
	Saturdays 7am – 5pm.
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	
Representative.	

This Transitional Service Agreement ('TSA') has been prepared by National Grid USA (the "Company") for the exclusive use of the party to whom the Company delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and the Company, the Company does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of the Company.

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For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to 'bundle' services where required for operational purposes e.g. where services are co-terminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Transitional Service Agreement contains material, non-public information concerning the Company and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among the Company, National Grid plc and PPL Corporation. The Recipient acknowledges that the Company considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information for any purpose other than for the purposes presented.

DRAFT LEGAL TSA – Energy Procurement

101A-EP: GAS LOAD FORECASTING	3
101B-EP: ELECTRIC LOAD FORECASTING	5
102-EP: GAS PROCUREMENT SERVICES - GENERAL	8
103A-EP: ENERGY TRANSACTIONS (PHYSICAL TRANSACTIONS)	10
103B-EP: ENERGY TRANSACTIONS (FINANCIAL)	12
104-EP: RETAIL CHOICE PROGRAMS	14
105-EP: CLEAN ENERGY SUPPLY	16
106-EP: ELECTRIC PROCUREMENT	18

101A-EP: Gas Load Forecasting

ID	101A-EP
Service: Energy	Gas Load Forecasting
Procurement	
Detail:	 National Grid will make available its employees to provide Load Forecasting on behalf of the Company in a manner consistent with the provision of such services prior to Completion, including: Determine daily and long-term natural gas requirements: Retail demand forecast – monthly forecast of customer load requirements for residential, commercial & industrial, and sales service and transportation services
	 10-years ahead at both company- and zip code-levels Wholesale requirements forecast – daily forecast of customer load requirements at the city-gate. This forecast aligns the monthly retail demand forecast to the most recent 12 months. Forecasted under normal, design, and cold snap conditions 10-years ahead at both company- and zip code-levels
	 Compliance and Regulatory Support Develop, prepare and submit gas demand forecasts, customer requirements forecasts, and contribute to gas supply plans that support cost of gas rate recovery filings. Conduct economic impact analysis at the macroeconomic level for large capital projects to satisfy regulatory requirements Effectively manage state regulatory agencies by
	representing the Company in regulatory proceedings (e.g. annual Gas Cost Reconciliation ("GCR"), annual Long- Range Resource and Requirements Plan ("LRP") dockets) through written filings, data request responses, and live testimony, and by representing the Company in day-to-day interaction with RIPUC and RI division; and by responding to directives from the regulators to modify the company's methodologies and approach to forecasting.

• Prepare and file in a timely manner all periodic
submissions as per PUC Rules.
 Internal Budgeting and Planning Support. Provide a dedicated group of analysts to model and forecast gas demand and customer requirements and assist in preparation of gas supply plans that satisfy those requirements in support of the company's revenue forecasting and budgeting function and the distribution system planning functions. Modeling and forecasting include the following activities: Database Management - Obtain all internal and external data, and maintain the appropriate data bases used in the analysis and effort to build the forecast models Model Development - Build the statistical models that are used to forecast demand by customer class and rate class and customer requirements for the system as a whole Data Analysis - 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 Internal Interface – Provide timely peak day customer requirements forecasts to distribution system planning (Gas Asset Management) so they can prepare system plans and capital budgets that meet current demand and projected growth. Provide timely customer requirements forecast and gas supply plans to gas procurement and contracting so they can contract for needed upstream pipeline and storage capacity, and gas supplies Internal Interface – Respond to internal inquiries for data and ad hoc analysis on historical data and forecasts in support of various departments
Service Exclusions:
• Exclusions will be shared as they are identified as part of the service
definition and refinement process underway
Bundled services:

	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

101B-EP: Electric Load Forecasting

ID	101B-EP
Service: Energy	Electric Load Forecasting
Procurement	
Detail:	National Grid will make available its employees to provide Load
	Forecasting on behalf of the Company in a manner consistent with the
	provision of such services prior to Completion, including:
	• Determine daily and long-term electric requirements:
	• Retail Sales Forecasting includes the following forecasts
	by company, revenue class, and rate code:
	 15-year ahead monthly forecasts
	 Pre- and Post-Distributed Energy Resources (DERs)
	Supply Forecasting includes:
	 For retail (customer) level:
	 Provider type (competitive supplier or company)
	• Revenue class (residential, commercial, and
	industrial)
	 For wholesale level:
	• By zone and revenue class
	• By calendar month
	Peak Forecasting includes:
	 15-years ahead for summer and winter
	 Hourly load profiles
	• Peak day: summer and winter
	• Typical day: weekday and weekend by season
	• By scenarios:

TRANSITION SERVICES

 Weather (normal, extreme, climate change) DERs, Base, High & Low By: ISO Zone, Power Supply Areas (PSAs) and towns / counties as needed Day Ahead Forecasting in the interval of one hour using weather forecast Compliance and Regulatory Support Develop, prepare, and submit electric demand forecasts, customer requirements forecasts Conduct economic impact analysis at the macroeconomic level for large capital projects to satisfy regulatory
 requirements Prepare and file in a timely manner all periodic submissions as per PUC Rules. Internal Budgeting and Planning Support. Provide a dedicated group of analysts to model and forecast electric demand and customer requirements and assist in preparation of supply plans that satisfy those requirements in support of the company's revenue forecasting and budgeting function and the distribution system planning functions. Modeling and forecasting include the following activities:
 Database Management - Obtain all internal and external data, and maintain the appropriate data bases used in the analysis and effort to build the forecast models Model Development - Build the statistical models that are used to forecast demand by customer class and rate class and customer requirements for the system as a whole Data Analysis - 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 Internal Interface – Respond to internal inquiries for data and ad hoc analysis on historical data and forecasts in support of various departments

	 Service Exclusions: Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

SCHEDULE A

TRANSITION SERVICES

102-EP: Gas Procurement Services - General

ID	102-EP
Service: Energy	Gas Procurement Services - General
Procurement	
Detail:	National Grid will provide the following gas procurement services in a manner consistent with the provision of such services prior to Completion: These services shall include:
	 Gas supply planning according to long-term and short-term, peak hour, and other gas supply planning criteria including design weather; Pipeline and upstream capacity (transportation and storage
	 requirements) LNG delivery and transportation requirements, commodity procurement (including determination of base load purchases by pipeline, swing purchases by pipeline, storage injections/ withdrawals, purchases for LNG liquefaction);
	• Strategy development;
	• RFP solicitation and evaluation;
	• Internal plan development and documentation/transaction approval;
	 Gas contracting (e.g., NAESBs and interstate pipelines):
	 Acquisition of long-term supply and pipeline capacity Assist in federal regulatory proceedings Managing asset management agreements
	o LNG:
	 Maintain approved LNG vendor list Development of bids and bid evaluation criteria Contracting for product and transportation (portable and non-portable) storage and portable storage equipment, and liquefaction and vaporization if any
	• Procurement and capacity modeling Scenario analysis, ongoing portfolio analysis, transportation and storage capacity analysis, and procurement (supply) analysis;
	 Internal and external reporting;
	 Support state and federal regulatory filings compliance; Request PUC contract approval as needed

	 Support middle- and back-offices relating to accounting; credit support and cash flow analysis and data access in Horizon with respect to monthly closes and any of the gas procurement services Provide informal training to employees of the Company with respect to any of the gas procurement services described in this section, to the extent reasonably requested Service exclusions: Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

103A-EP: Energy Transactions (Physical Transactions)

Energy Transactions (Physical Transactions)
National Grid will make available its employees to support the Company's Energy Transactions (Physical) programs in a manner consistent with the provision of such services prior to Closing, including:
 Physical transactions include Execute supply plan (daily and short-term) based on demand outlook. Purchase monthly base load and daily spot natural gas supply to meet gas customer requirements. Exercise supply calls pursuant to Asset Management Arrangements and long-term supply options. Carry out scheduling of physical transactions so that Gas is scheduled for delivery from point of purchase and nominated/delivered to the Company's city-gate, gas storage facility and/or to the point of sale (off-system). Record physical transactions, interstate pipeline capacity release activities required for system supply optimization. Capture all commodity transactions in National Grid's gas trading system (currently Horizons) each day prior to close of business. Support retail access program including execution of capacity releases and storage inventory transfers
 Optimization Services include Determination of base load purchases by pipeline and swing purchases by pipeline, storage injections/withdrawals, and any off-system sales of gas either for optimization or load balancing; dispatch; analysis lop monthly plan to include establishing a proxy (index) to optimize against and breakeven points to trade

	 Identify and execute arbitrage opportunities based on locational (basis) spreads and time (e.g., summer vs. winter), including physical and financial (hedging) transactions Release temporarily un-needed transportation capacity via pipeline Electronic Bulletin Boards during non-peak periods. Design and execute Asset Management Arrangements with third party managers to solicit competitively priced management fees. Internal and external reporting Support middle- and back-offices relating to accounting; credit support and analysis Service Exclusions: Exclusions will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

SCHEDULE A

TRANSITION SERVICES

103B-EP: Energy Transactions (Financial)

103B-EP
Energy Transactions (Financial)
 National Grid will make available its employees to support the Company's Energy Transactions (Financial) programs in a manner consistent with the provision of such services prior to Completion, including: Financial Transactions include. Financial Transactions include. Financial hedging planning (volatility mitigation hedge plan) and transaction activities for natural gas supply (includes optimization and storage activities other than volatility hedge planning); Determination and calculation of incentives under any regulatory program; Support management of regulatory agencies and support the Company in regulatory proceedings through written filings, data request responses, and live testimony; analysis; internal and external reporting Execute Gas Price Volatility Management Program pursuant to Plan approved by Approved Gas Volatility Program. Financial hedges conducted pursuant to ISDA agreements between Narragansett Electric Company's existing counterparties. Capture all transactions in National Grid's gas trading system (currently Horizon) each day prior to close of business. Through knowledge transfer, National Grid will provide informal training to employees of the Company with respect to any of the gas procurement services described in this section, to the extent reasonably requested

	• Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

104-EP: Retail Choice Programs

ID	104-EP
Service: Energy	Retail Choice Programs
Procurement	
	National Grid shall make available to the Company its personnel for providing support in relation to the retail choice programs, in particular the following:
	 Managing and administering large and small volume retail choice programs;
	• Tracking, confirming, and monitoring gas deliveries by marketers, including:
	 Calculation and transmittal of delivery requirements Monitoring of third-party deliveries to maintain tariff compliance
	 Balancing and billing of third-party gas deliveries Balancing service for daily metered customers
	Billing for daily metered customer imbalances Approving marketers
	• Regulatory, compliance, and legal support;
	• Billing marketers for penalties (i.e., storage and peak);
	• Determination of pipeline capacity requirement and release of capacity for retail choice customers including calculation of storage and peaking requirements for third party suppliers
	Service exclusions:
	 Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	

SCHEDULE A

TRANSITION SERVICES

Seller Service	
Representative:	
Company Service	
Representative:	
1	

105-EP: Clean Energy Supply

ID	105-EP
Service: Energy	Long Term Clean Energy Supply
Procurement	
	National Grid shall make available to the Company its personnel for providing support in relation to clean energy supply, in particular the following:
	Long-term contracts
	 Development and filing of long-term clean energy Request for Proposals (RFPs) (annual to meet Long Term Contracting Standard requirement, or voluntarily as agreed to by company) Evaluation and selection of winning bidder(s) in RFP process Contract negotiation and contract filing Pre-COD contract administration, track existing contract project progress
	• General contract administration (estoppels, assignments, change in control)
	Market Base Rate
	Triannual Filing
	FERC Monthly Filing
	Renewable Energy (RE) Growth Program
	 Open Enrollment - assist in generating the tri-annual regrowth solicitations. Assist in generating new rules and tariff changes and incorporating them into solicitations. Update websites for bidding process. Evaluation. Administration - filing RE Growth projects with the PUC. Issue certificate of eligibility to developer when PUC approves solicitation to start developing.
	 Service exclusions: Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	Bundled services:

SCHEDULE A

TRANSITION SERVICES

	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	
Seller Service	
Representative:	
Company Service	
Representative:	

SCHEDULE A

TRANSITION SERVICES

106-EP: Electric Procurement

ID	106-EP
Service: Energy	Electric Procurement
Procurement	
	National Grid shall make available to the Company its personnel for providing support in relation to electric procurement energy supply, in particular the following:
	Last Resort Service (LRS)
	LRS Procurement Plan submission to Rhode Island PUC
	Request for Proposals (RFPs) posted through National Grid's website
	• Quarterly RFP filings
	 Rate hearings and discovery (data requests by PUC and Division)
	 Daily load bidding utilizing forecasts provided by the Advance Data Analytics Team
	• Load bidding spot market analysis for quarterly NE pricing informational filing
	 Generate Master Power Agreement contracts and amendments Model the Capacity Risk Premium (CRP) estimate for PUC requirement quarterly
	 Annual Retail Rate Filing (ARRF) to include CRP results, analysis on under/over recovery of LRS costs, rate hearings, and discovery
	 Municipal Aggregations to be included in LRS plans
	• Annual ICAP Tag and Load Forecast analysis and review
	Renewable Energy Certificates (RECs)
	• Annual compliance filing (July) to demonstrate RECs meet Renewable Energy Standard (RES): existing and new RECs
	Annual Procurement Plan submission to PUC
	• Purchase existing RECs in at least 2 RFPs; execute Certificate
	Purchase Agreement (CPA) for transactions
	 Sell Rhode Island New RECs quarterly through Request for Bids (RFBs) and brokers; execute Master Certificate Sales
	Agreements

•	Receive and deliver RECs through NEPOOL-GIS; coordinate
	with Back Office for invoice for payment or receipt
•	GreenUp Program – allowing LRS customers to choose
	renewable energy supplier; GreenUp supplier delivers RECs to
	NECO.
	• Manage GreenUp REC inventory
	 Determine REC quantity requirements per supplier based on customer load
	 Accept RECs into appropriate NEPOOL subaccount
	 Provide quarterly REC data report to GreenUp suppliers
	 RI SOS/LRS GreenUp state filings quarterly
•	Disclosure Labels
	 Quarterly filings of LRS customers' supply characteristics, which are calculated from RECs in the NEPOOL GIS account
	• Work with Creative Market to generate labels
•	RES Charge – Submit annual (Feb) filing in coordination with
	NE Pricing to determine the cost to comply with RES next year
•	Generate quarterly internal accounting reports
Power	r Purchase Agreements (PPAs)
•	Internal Bilateral Transactions (IBTs) to deliver hourly energy
	revenue to NECO's ISO account. Confirm every 6-months and
	more frequently during resettlement
•	Semi-annual Long-Term Contract Renewable Energy Recovery Factor filings to recover the above market costs of PPAs.
	Requires coordination with NE Pricing and typically discovery
	questions from PUC
•	Forward Certificate Transfers (FCTs) and other REC deliveries in NEPOOL-GIS. For NECO's accounts, RECs are
	automatically deposited. For other accounts, RECs are delivered
	manually or through FCTs
•	Establish quarterly REC transfer prices for RECs used by LRS. REC transfer prices are the REC sales price paid by LRS
	customers
•	Orbit PPA – NECO uploads emissions data to NEPOOL-GIS to mint RECs

TRANSITION SERVICES

	Renewable Energy (RE) Growth Program
	• Register RE Growth assets to NEPOOL-GIS account as Rhode
	Island New REC, once approved by PUC
	• Quarterly estimate of aggregation RECs based on nameplate
	capacity
	• Provide inputs to NE Pricing's annual RE Growth filings
	• Support various projects regarding ISO energy settlements, etc.
	 Establish quarterly REC transfer prices for RECs used by LRS.
	REC transfer prices are the REC sales price paid by LRS
	customers
	Qualifying Facilities
	Maintain existing qualifying facilities, update Adapt 2 for
	quarterly LRS price changes
	 Manage Capacity Supply Obligations if necessary
	manage suprenty suppry songations in necessary
	Irregular requirements
	• Provide support that is required on an irregular basis for:
	o regulatory purposes,
	 one-off projects regarding Virtual Net Metering energy
	settlement,
	o internal reporting, and
	o risk committee strategies
	• Security Administrators for NECO with the ISO. Approve
	digital certificates used by employees to access ISO
	applications. Work with auditors annually to show there are
	controls in place, etc.
	Service exclusions:
	• Exclusions will be shared as they are identified as part of the service
	definition and refinement process underway
	Bundled services:
	• Bundling requirements will be shared as they are identified as part
	of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	

TRANSITION SERVICES

Seller Service	
Representative:	
Company Service	
Representative:	

Transition Services

This Exhibit A to the draft Transition Services Agreement ("TSA") has been prepared by National Grid USA ("National Grid") for the exclusive use of the party to whom National Grid delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and National Grid (the "Agreement")¹, National Grid does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of National Grid.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. National Grid expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and National Grid has no obligation to update such information, including in the event that such information becomes inaccurate.

This Exhibit A to the draft Transition Services Agreement has been prepared solely for informational purposes only. The Recipient should consult its own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and by accepting this presentation, the Recipient confirms that it is not relying upon the information contained herein to make any decision. This Exhibit A to the draft Transition Services Agreement does not purport to be all-inclusive or to contain all of the information that the Recipient may require.

For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are coterminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Exhibit A to the draft Transition Services Agreement contains material, non-public information concerning National Grid and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among National Grid, National Grid plc and PPL Corporation. The Recipient acknowledges that National Grid considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

Transition Services

<u>SERVICE DESCRIPTIONS – GAS OPERATIONS AND ENGINEERING (THE</u> <u>NARRAGANSETT ELECTRIC COMPANY)</u>

087-GO: CONSULTANCY SERVICES FOR DISPATCH SUPERVISION		
091-GO: GAS CONTROL CENTER OPERATIONS	5	

087-GO: Consultancy Services for Dispatch Supervision

ID	087-GO
Service: Gas Operations	Consultancy Services for Dispatch Supervision
Detail:	 Prior to Closing, National Grid will hire and train the new RI Dispatch Supervisors prior to transfer to PPL. The training will consist of: Performance management of employees Collective Bargaining Agreement awareness. Union work rule knowledge Knowledge of Regulatory requirements Knowledge of field operations Knowledge of all IT applications needed to effectively execute job Internal and external notification Protocol Emergency Response Plan and Protocol Performance reporting Escalation management Shift planning and coordination After the new supervisors have been trained and are competent to perform the requirements of a RI Dispatch Supervisor working for PPL (now referred to as "Company employees"), National Grid will transition to a consultancy service as needed to these Company's employees assigned to perform Dispatch supervisory roles. Specifically, National Grid will make its staff available to respond to the Company's staff on all Dispatch supervisory matters. National Grid will provide support and advice to the Company's employees to determine the typical course of action when performing a Dispatch supervisory roles for the following activities: Performance guidance Collective Bargaining past practices / work rules Regulatory clarification Field operations practices Provide IT application insight as needed to effectively execute

Transition Services

	 Provide clarity to Internal and external notification Protocol Provide guidance on Emergency Response Plan and Protocol Provide clarification and support for performance reporting Escalation management knowledge Shift planning and coordination insights
	 Exclusions: National Grid will not perform line management responsibilities on behalf of the Company for Dispatch Supervisors or Dispatchers. National Grid will not perform or make day-to-day operational decisions on behalf of the Company.
Transition Period:	12 months
Fee:	[TBD]
Seller Service Representative:	Director, New England Dispatch Operations
Company Service Representative:	Director, Gas Asset Integrity Management and Compliance

091-GO: Gas Control Center Operations

ID	091-GO
Service: Gas Operations	Gas Control Center Operations
Operations Detail:	 The Seller will provide gas system control, monitoring and management services in a manner consistent with the support provided to the Company prior to Completion. This will include use of any gas control dispatch systems used by the Company prior to Completion. Specifically, the Seller agrees to assist the Company with the following activities: Monitor Gas System Operation; operate and manage the gas system to meet supply contracts, respond to abnormal operating conditions and manage alarms Prepare gas day with supply, close out gas day Confirm gas nominations to the city gate Manage system operating procedures (SOP) program Dispatch LNG to meet system supply needs Manage LNG trucking to maintain inventory at plants Daily and monthly balancing of transportation Control room management Provision of gas controller knowledge transfer for PPL appointed controllers required for Rhode Island standalone Gas Control Center to support TSA exit. Complete all regulatory responses required for Gas Control Center regulatory audits
	 Maintain all non-SCADA gas control programs <u>Bundling</u>: The provision of Gas Control Center Operations transitional services is dependent on the provision of the Gas Supply transitional services as described in 101-EP Gas and Electric Load Forecasting and 102-EP Gas Procurement Services.

Transition Services

Transition Period:	24 Months
Fee:	[TBD]
Seller Service Representative:	Director, New England Control Center
Company Service Representative:	Director, Gas Asset Integrity Management and Compliance

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DRAFT LEGAL TSA – Electric Operations and Engineering Confidential – Draft for Discussion

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070B-EO – DISTRIBUTION ASSET MANAGEMENT AND PLANNING5
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TRANSITION SERVICES

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TRANSITION SERVICES

070A-EO: Transmission & Sub-Transmission Asset Management and Planning

ID	070A-EO
Service:	Transmission & Sub-Transmission Asset Management and Planning
Detail:	 Planning National Grid will make available its employees to support and perform Asset Management and Planning services related to the Company's electric Transmission, sub-transmission, and Transmission substations in a manner consistent with the provision of such services prior to Closing, in particular: Execute all transmission planning activities (under State, ISO-NE, NPCC,RTO, RE FERC and NERC) including identification of work scope into Asset Management process, adherence and support of compliance requirements and analysis of new transmission interconnection requests Capacity planning review for feeders, transformers, and sub-transmission lines. Annual reviews and tactical studies will also be provided by National Grid, as requested Address customer concerns for power quality, reliability reviews and other customer issues for feeders, transformers, sub-transmission lines. Support the creation and management of area-based asset health, maintenance and vegetation strategies for targeted feeder, substation and transmission equipment Provide asset, reliability and outage data to support the creation of Asset Management projects and programs
	 Support non-wires alternatives assessment and bid process Review new load interconnection requests and recommend infrastructure reinforcement as needed. Support negotiations and management of agreements governing interconnections necessary for load customer to connect to transmission or distribution system Conduct interconnection studies for new generation installed on distribution, sub-transmission, and
	transmission system and follow all established tariff processes to execute agreements and perform engineering and construction to accommodate the interconnection requests

	Prepare proposed remediation solutions and investment grade estimates for planning initiatives and reliability reviews
	• Develop device control settings for line reclosers, line regulators Support compliance audit activity and retain all applicable evidence for future audits
	• Provide support and continue to pursue state regulatory filings for Siting of lines and any required reporting.
	• Support permitting and licensing activities as needed to ensure compliance with all regulations.
	• Support existing as well as new Right of Way (ROW) requests, maintain and update ROW and Real Estate records, perform property outreach, due diligence investigations, maintain rental payments, and resolve landowner complaints.
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

070B-EO – Distribution Asset Management and Planning

ID	070В-ЕО-ЕО
Service:	Distribution Asset Management and Planning

Detail	National Crid will make available its analyses to available its
Detail:	National Grid will make available its employees to support and
	perform services related to the Company's electric Distribution
	asset Management and Planning functions and programs in a
	manner consistent with the provision of such services prior to
	• Provide support and turnover of projects, initiatives, and programs currently in progress
	 Perform all distribution planning responsibilities to National Grid's planning process and procedures, regulatory requirement until fully transferred to PPL RI
	organization.
	• Continue to support interconnection studies for new
	generation installed on distribution, sub-transmission, and transmission system and follow all established tariff
	processes to execute agreements and perform engineering and construction to accommodate the interconnection requests
	 Provide support and continue to pursue state regulatory filings until fully transferred to PPL RI organization.
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	6 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

TRANSITION SERVICES

071-EO: Maintenance Strategy Engineering and Technical Services

ID	
ID	071-EO
Service:	Maintenance Strategy Engineering and Technical Services
Detail:	National Grid National Grid will perform and support services related to the Company's technical support services for emergency work on major substation electrical equipment, work methods, maintenance strategy and engineering related to transmission, sub- transmission and Transmission substations. Specifically, National Grid agrees to perform the following activities:
	Work Methods
	Provide work methods of maintenance for Transmission, Substation, Distribution, Relay, and Telecom assets
	Emergency Response & Repair
	 Provide technical support services for emergency work on Transmission and transmission Substation, Underground cable testing and fault finding Provide Company option to purchase materials to repair vintage equipment if the material is not available in the marketplace
	Transmission Maintenance Strategy and Engineering
	 Administration, management, and initiation of maintenance programs including but not limited to planned maintenance, inspections and corrective maintenance. Provide assessment and interpretation of test results. manage equipment data repository and equipment risk criteria, Identify and evaluate repair or replacement options and develop repair or replacement work scopes Recommend materials, supplies and third-party services to effectively complete repairs or maintenance to the Company. Provide recommendations on personnel, tools and
	equipment to perform the repair to the Company

	 Provide technical advice to address issues identified during the execution of the work requested Provide technical and procurement advice to the Company with regard to adequate sparing of OH, UG and Substation Equipment. Perform asset field surveying activities and associated support required for asset maintenance and installations Update/maintain as required Spill Prevention Control and Countermeasure (SPCC) Plans Services Provide management and services of streetlight
	 The fide management and services of succentight maintenance and engineering services, facilitate street municipal sales and inquiries, and respond to regulatory tracking and filings.
	 The Company will be responsible for procuring the materials and executing the repairs and maintenance Additional exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

TRANSITION SERVICES

072-EO: Electric Engineering and Design

ID	072-ЕО
Service:	Electric Engineering and Design
Detail:	 National Grid National Grid will make available its employees to support and perform for the Company the following engineering and design services for distribution work currently in progress or Transmission projects in a manner consistent with the provision of such services prior Completion: <u>Non-Complex</u> Project Engineering and Design (Field Work) Project Engineering and Design (Control Design)
	 Project Engineering and Design (Central Design) Distribution Control and Instrumentation Services Telecom Engineering and Design Services to include private telecom networks (i.e., private fiber and point-to-point microwave, RF mesh, land-mobile radio), leased circuits/services, and telecom network interconnections with ISO NE, neighboring utilities Power Quality Monitoring (in addition to simple voltage/current monitoring performed by Design) General Engineering Supervision Assist with property rights issues (non-legal) Prepare permit applications (e.g. pole petition with town/city) Assist with joint-use pole work and transfer requests
	 <u>Complex</u> Transmission, Sub-transmission and Substation engineering and design Design and structural support for in-flight distribution line, transmission, sub-transmission, and substation projects Protection and control systems engineering and design Telecom engineering and design services Material specification and ordering Assist project management team in development of construction scope and outage timeline

	 Assist project management team with permitting support (e.g. explanation of need, explanation of scope, addressing questions that surface from external parties that are engineering related) Assist project management team with municipal and agency support for construction Develop device control settings for Transmission and Substation Distribution circuit breakers Acceptance of facilities and commissioning Perform field surveying and staking and collect field survey data as necessary (surveying, staking) Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	12 months
Fee:	
Seller Service	
Representative	
Company Service Representative	

ID	072 A EO
ID	073A-EO
Service:	Codes & Standards
Detail:	 National Grid 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 Closing : To provide consultation for prior and current Seller Codes and Standards To provide information on any in-progress or proposed Codes and Standards changes To provide consultation as the Company updates or modifies codes and standards To provide Standards support for in-flight and ongoing projects Provide design philosophies, storm hardening and best practices Execute recurring tasks supporting industry standards compliance (NERC, TPL, PRC, CIP, etc) Exclusions will be shared as they are identified as part of the service definition and refinement process underway
Transition Period: Fee:	12 months
Seller Service	
Representative	
Company Service	
Representative	

073A-EO: Codes & Standards

073B-EO: Electric Lab & Field Testing

ID	073В-ЕО
Service:	Electric Lab & Field Testing
Detail:	National Grid will make available its employees to support and provide Electric Lab and testing services related to Rhode Island Transmission and Distribution system to the Company's functions in a manner consistent with the provision of such services prior to Completion for operational and regulatory requirements: Electric Lab and Field Testing
	 Meter Standards and Woodson Test Services EMF Testing Services Power Quality Testing Services UG Cable Testing (Lab) root cause analysis testing for failed sections sent from field. Infrared (IR) Testing
	Rubber Goods Testing and Maintenance
	Bucket Dielectric TestingInstrument Calibration
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service Representative	

Company Service	
Representative	

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074B-EO: Electric Meter Shop

ID	
ID	074B-EO
Service:	Electric Meter Shop
	Electric Meter Shop National Grid will provide the following services to the Company in a manner consistent with the provision of services prior to completion, in particular • Manage inventory • Perform bench meter tests for: Customer and regulator inquiries/complaints Regulator-mandated testing programs Pre-test reinstallation meters Test certain percentage of new meters • Proyide general tech support to the Company regarding meter application • Process meters for reuse in field after remove or exchange • Provide resources and services related to wholesale transmission and substation meters Meter programs required by applicable regulatory authorities (does not apply to wholesale transmission) • Coordinate with vendor to create a random list of installed meters by model to be exchanged • Feeds list provided into Statistical Analysis
	 program Monitor test results by ANSI (American National Standards Institute) standards (remove outliers and creates separate reports as required by regulatory authorities
	 Create year end reports to be delivered to regulatory authorities . The reports will be submitted to the regulatory authorities by the Company Follow up for additional information requests by regulatory authorities
	<u>Exclusions</u>

	 Exclusions will be shared as they are identified as part of the service definition and refinement process underway <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

075A-EO: Investment Management and Workplan Development

ID	075A-EO
Service:	Investment Management, Workplan Development
Detail:	National Grid 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 Closing , in particular:
	 Investment Management and Workplan Development Develop and track five-year Transmission and Distribution capex and asset management plan; assist with asset strategy and planning recommendations Liaison with Asset Management and Finance to develop
	 work plan based on approved and resourced budget Provide necessary capex inputs into the PPL budgeting and financial processes in support of PPL timing and business planning
	Handle customer interactions prompted by program executions regarding schedule and complaints
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

TRANSITION SERVICES

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TRANSITION SERVICES

075B-EO: Resource Planning & Resource Coordination (across T&D)

ID	075B-EO
Service:	Resource Planning and Resource Coordination
Detail:	National Grid will make available its employees to provide and support the Company's resource planning and resource coordination programs in a manner consistent with the provision of such services prior to Completion, in particular:
	 Resource Planning Support company's local Transmission and Distribution management and contract delivery management for job resource allocation Provide resource planning services to the Company related to Transmission, Sub-transmission, Substation and Distribution related to overhead, underground, protection and telecommunication (PTO organization) along with substation work management and support contract delivery management for job resource allocation. Support the Company in coordination, and prioritize, the fiscal year plan based on operational requirements, workload needs, and investment management network strategy recommendations
	Resource Coordination
	 Manage Digsafe/Re-Dig permits Prepare permit applications Assembly of work packages Initiate work Create work orders
	Non-Complex Project/ Program Management (Distribution)
	 Assist construction and project management for the execution of the work Assist project administration and accounting coordination Assist cost management and reporting

	 Handle customer interactions including prompted by program executions regarding schedule and complaints, including DOT driven projects and communications Assist production of relevant specifications and requests for proposals to be issued to contractors and suppliers Assist project close-out activities Exclusions Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service Representative	

076-EO: Planned Major Maintenance & Capital Construction

ID	076-ЕО

Service:	Planned Transmission and Sub-Transmission Major Maintenance & Capital Construction
Detail:	National Grid will make available its employees to provide the Company with the planning and management of significant Transmission and sub-transmission maintenance work on major substation electrical equipment. Specifically, National Grid agrees to provide the Company with the following support:
	Project Development
	 Develop scope of work Production of detail work plans, schedules and budgets Define material and service requirements Assist the supply chain team with negotiations and award contracts for materials and services Prepare and provide necessary support in alignment with current gated process or requested PPL gated process to advance work into execution with project management
	Project Management
	 Provide the execution of the maintenance work Project close-out including cost settlement, reporting and documentation Design engineering Material procurement, requisitions and expediting Regulatory applications, permits (federal, state and local) Environmental management coordination Construction management and safety coordination Project filing and records and document management functions as identified by NG internal process or at the direction of PPL Ensure the coordination of PPL resources or NG TSA-related resources across projects Incorporate any changes in execution strategy into project management process

	Estimating
	 Provide sanction level estimates for Transmission Line, Substation, and Distribution Line complex Capital projects Provide conceptual level estimates for Transmission Line and Substation complex Capital projects Provide estimates to support distributed generation interconnect studies/applications/agreements Provide estimating related support for rate case filings, regulatory inquiries, and/or legal disputes as requested Support FERC Order 1,000 projects
	Operational Controls
	 Project Controls Provide monthly schedule updates, on behalf of project owners through closeout Provide cost and schedule analysis to project owners. Portfolio & WO Controls Model and Monitor 5-year Capex and Cost of Removal (COR) constrained workplan Monitor and prioritize milestones to ensure maturity and execution of workplans Analyze portfolio of all in-flight work for progress against cost (forecast/budget) and schedule (milestones). Oversee end-to-end WO operational and financial lifecycles
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months

TRANSITION SERVICES

Fee:	
Seller Service	
Representative	
Company Service	
Representative	

077A-EO: Vegetation Management (Transmission and Distribution)

ID	077- EO
Service:	Vegetation Management (Transmission and Distribution)
Detail:	National Grid will make available employees to support and perform the following Transmission and Distribution services related to vegetation management in a manner consistent with the provision of such services prior to Completion:
	Vegetation Management Operations
	 General supervision and management of the vegetation management program execution including planned and emergent work Assistance with the preparation of related regulatory filings
	• Assistance with vendor management, including oversight, contracting and invoicing
	Response to emergency storm events
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway

	<u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	6 months
Fee:	
Seller Service Representative	

Company Service	
Representative	

078-EO: Electric Transmission Network Control [If T&D Line and Substation Operators are a Day 1 Transfer, this service is excluded]

ID	078-EO
Service:	Electric Transmission & Sub-Transmission Network Control [If T&D Line and Substation Operators are a Day 1 Transfer, this service is excluded]
Detail:	National Grid will provide the resources and systems to make available employees to the Company to support and operate the RI perform the following Transmission and sub-transmission Electric Network Control required to operate the Transmission and Distribution on behalf of PPL RI in a manner consistent with the provision of such services prior to Completion:
	 Transmission and Distribution Electric System Operations including system operating procedure management; compliance and auditing; switching; permit and tagging; storm dispatch; storm switching restoration and repair; offhour crew call out respond to abnormal operating conditions, and manage system alarm Maintain system operator training & qualifications Regulatory notifications responsible by the operations center Support ISO New England Transmission Responsibilities Maintain all network operations control systems Maintain curerent methods to communicate with field crews, including radios, mobile phones, landlines, and satellite phones Provide Rhode Island operating procedures and backup system documentation as requested to the company Perform Transmission, Sub-Transmission, and related Substations and Distribution Switching (Planned and Emergency) Provide backup transmission network operations in the event of a loss of the Company primary control center

	 Exclusions will be shared as they are identified as part of the service definition and refinement process underway <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

079-EO: Mapping & Records

ID	079-ЕО
Service:	Mapping & Records
Detail:	National Grid will provide GIS/mapping, records, and records services in support of the Company's operations in a manner consistent with the support provided prior to Completion, in particular:
	GIS Map updates (non-design jobs)
	 IS400 updates and changes RCC CAD Print update/create for Distribution Feeders PowerOn (Outage Management System) updates/changes Large Project Map creation
	Non-GIS records
	 Municipal/Regulatory Map Requests (petitions, etc.) Easement drawings Work completion (as-built and administration) Right of way records Protection device setting files Voltage support device (i.e., capacitor banks, voltage regulators) settings files Electrical drawings Equipment drawings Clerical and General Administration
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months

TRANSITION SERVICES

Fee:	
Seller Service	
Representative	
Company Service	
Representative	

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080-EO: Meter Data Services

ID	080-EO
Service:	Meter Data Services
Detail:	 National Grid will provide data meter services for electric and gas in a manner consistent with the services provided prior to Completion, in particular: Meter data collection Validation of meter data Meter data storage
	 Distribute meter data to downstream functions Load research Estimate and troubleshoot services for no meter reads Wholesale settlement for ISO New England Exclusions Exclusions will be shared as they are identified as part of the
	service definition and refinement process underway <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	2412 months
Fee:	
Seller Service Representative	
Company Service Representative	

081-EO: NERC/NPCC-Reliability Compliance

ID	081-EO
Service:	North American Electric Reliability Corporation (NERC) and Northeast Power Coordinating Council (NPCC) - Reliability Compliance
Detail:	National Grid will make its personnel available to the Company to support and perform compliance related tasks to maintain compliance with NERC Reliability Standards, Critical Infrastructure Protections and Operational and Planning Standards, including the NPCC and Critical Infrastructure Protection ISO-NE In addition, National Grid will provide assistance in reliability compliance self-Assessment, external reliability compliance reporting (in each case to the extent reasonably required). For future regulatory audits (e.g., FERC, NPCC, and ISO-NE), National Grid will provide records retained from the audit period to demonstrate compliance.
	National Grid will provide its process documentation (e.g. procedures, policies and job-aids), and a list of compliance due dates and make available its subject matter experts for consultation on reliability compliance and issues related to the Company, including consultation related to the development of the Company's own compliance program.
	Any potential remediations that the Company may be accountable for supporting in the future should be reviewed by the Company before any final decision. Development of the company's own compliance program
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	6 months

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SCHEDULE A

TRANSITION SERVICES

Fee:	
Seller Service	
Representative	
Company Service	
Representative	

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SCHEDULE A

TRANSITION SERVICES

<u>082A-EO: Emergency Planning and Operations</u>

ID	082A-EO
Service:	Emergency Planning and Operations
Detail:	National Grid will provide emergency planning and operations to the Company in a manner consistent with the support provided prior to Closing, in particular:
	Manage outages caused by storms and other factors such as natural disasters, cyber-attack, major equipment failure.
	Develop and maintain risk mitigation plans to; prepare for, respond to, and recover from, and inform its constituents regarding business interruption incidents that may occur.
	Provide plans for the five major functional areas per the recommended Incident Command Structure protocol: Command staff, Operations, Planning, Logistics, and Finance.
	Provide storm and outage preparation, execution, response, and ongoing operations to include:
	 Storm / outage preparation operations include: Emergency classification and response plan activation. Model and forecast weather to help estimate resource requirements to address projected outages
	o Resource acquisition. Acquire internal restoration resources, utility mutual assistance resources, external contractors, services from retirees, mutual assistance, command and staff resources
	Storm / outage operations include:
	o Coordinate support logistics. Coordinate for materials, fleet, staging site, facilities, and communication devices.
	o Coordinate personnel logistics. Coordinate for meals, lodging, and information services.
	 Financial accounting. Establish emergency charge accounts, track time and materials, process claims, and assure cost recovery.
	o Command and control and storm room operations
	o Damage assessment / wires down support
	o Conduct branch- and state-level briefings

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	Post-storm / outage operations include:
	o Conduct post event after action reviews (AAR)
	o Track all AAR actions
	o Update Emergency Response Plan (ERP) as
	necessary
	o Prepare storm reports when required
	Ongoing operations include:
	o Support coordination with municipal, state,
	regulatory, and federal agencies
	o Coordinate with safety, health, and environmental
	o Conduct annual training exercises in compliance
	with applicable legal and regulatory requirements
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the
	service definition and refinement process underway
	service definition and remember process under way
	Bundling
	Bundling requirements will be shared as they are identified as part
	of the service definition and refinement process underway
Transition Period:	6 months
Fee:	
Seller Service	
Representative	
<u> </u>	
Company Service	
Representative	

ID	083-EO
ID ID	083-EO
Service:	Aviation and inspection
Detail:	National Grid will provide Aviation and Inspection services, in particular:
	• Provide management, coordination, and administration of aviation program for planned inspections
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	12 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

083-EO: Aviation and Inspection

084-EO: Shared Telecom Network (STN)

ID	
ID	084-EO
Service:	Shared Telecom Network
Detail:	 National Grid will provide Engineering, Operations, and Administration services related to the STN to the Company in a manner consistent with services provided prior to completion and in accordance with Shared Telecom Network and other telecom lease agreements and obligations. Administrative – coordinate with Fiscal Agent (EverSource) to collect the net-out of STN billing charges between other STN partners Operations – operate, monitor, and maintain the STN portion owned by National Grid Engineering – Provide operations support and provide STN Management Committee and Operating Committee representation For processes identified above that result in any investment decisions or regulatory commitments, identification and recommendations should be consistent with PPL strategy and communicated to PPL for approval. <u>Exclusions</u> Exclusions will be shared as they are identified as part of the service definition and refinement process underway <u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service Representative	

Company Service	
Representative	

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SCHEDULE A

TRANSITION SERVICES

ID	139-EO
Service:	Distribution Pole Attachments Program
Service: Detail:	 Distribution Pole Attachments Program National Grid will provide attachments program management and services as outlined below: Perform Joint Ownership Pole and third party attachment billing. Manage all aspects of Distribution & Transmission Third-Party Attachments (ILEC, CATV, CLEC, Wireless, 5G, Public/Private, etc.) - License Agreements, OH & UG Specifications/NESC requirements, Application process, Make-Ready Survey/Engineering/Construction/Permitting to meet FCC/PUC timelines, One-Touch Make-Ready/Self-Help, Cost-Causer Billing, Attachment Rate Calculations/Rental Billing process, Delinquent Invoices, etc. Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	6 months
Fee:	
Seller Service Representative	
Company Service Representative	

139-EO: Distribution Attachments

140-EO: Radio and Microwave Systems

ID	140-EO
Service:	Radio and Microwave Systems
Detail:	 National Grid will make available for use its radio system to PPI RI and maintain the system operations in a manner consistent with the provision of such services prior to Completion: Allow access and maintain radio system to support DCC operations and field operations Maintain microwave system Ensure licenses are maintained for Rhode Island Exclusions Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

141-EO: Electric Distribution Control Center

ID	141 50
ID	141-EO
Service:	Distribution Control Center
Detail:	 National Grid will make available distribution control systems and procedures to the Company to needed to allow PPL RI support and perform the following Electric Network Control required to operate the Distribution in a manner consistent with the provision of such services prior to Completion: Distribution Electric System Operations including system
	 Distribution Electric System Operations including system operating procedure management needed to operate the distribution system switching; storm dispatch; storm switching restoration and repair; off-hour crew call out respond to abnormal operating conditions, and system alarms Support or perform system operator training &
	 qualifications Regulatory notifications responsible by the operations center
	<u>Exclusions</u>
	Exclusions will be shared as they are identified as part of the service definition and refinement process underway
	<u>Bundling</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

<u>142-EO:</u> Electric Distribution Control Center Backup

ID	142 50
ID	142-EO
Service:	Distribution Control Center Backup
Detail:	 National Grid will provide resources and systems to provide backup distribution control systems operations in the event the primary DCC facility is not capable to perform and operate the RI electric distribution system in a manner consistent with the provision of such services prior to Completion: National Grid to provide the resources and systems needed to operate a backup RI DCC electric system on behalf of PPL RI. Exclusions will be shared as they are identified as part of the service definition and refinement process underway Bundling Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 months
Fee:	
Seller Service	
Representative	
Company Service	
Representative	

SCHEDULE A

TRANSITION SERVICES

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Exhibit A

Transition Services

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¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT ELECTRIC COMPANY)

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035-BS: Balance Sheet Account Reconciliations

TSA ID:	035-BS
Service:	Balance Sheet Account Reconciliations
Detail:	 National Grid will provide the Company monthly and quarterly balance sheet account reconciliations. Reconciliations will be provided as per the timetable below: Monthly and Quarterly – Working day 15 Monthly and Quarterly IFRS at half-year and fiscal year-end – Working day 12 Monthly and Quarterly regulatory – Working day 16 Quarterly tax – Working day 8 of the following month Quarter Month 1 – Working day 15 Quarter Month 1 IFRS at half-year and fiscal year-end – Working day 12
	<u>Bundled services:</u> Bundling requirements will be shared as they are identified as part of
	the service definition and refinement process underway.
Transition Period:	12 months
Fee:	[TBD]
Seller Service Representative	Director of Close and Consolidations Assistant Financial Controller, New England

Company Service	Director of Shared Accounting Services
Representative	Director of Accounting & Financial Reporting

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SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT ELECTRIC COMPANY)

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015-BS: ACCOUNTS PAYABLE5
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017-BS: MANAGE PROCURE TO PAY (P2P)9
018-BS: PROCURE TO PAY (P2P) SYSTEM 11
019-BS: STORM FILING PROCESS 12
020-BS: CAPITAL DELIVERY AND SHOP ON BEHALF OF / RECEIVE ON BEHALF OF (SOBO/ ROBO)
138-BS: CARD AND EXPENSE ADMINISTRATION

Exhibit A

Transition Services

014-BS: Supply Chain Master Data Management (MDM)

TSA ID:	014-BS
Service:	Supply Chain Master Data Management (MDM)
Detail:	Service Description:
	 Gather and update supply chain master data, including: Contract Master Data
	 Materials Master Data including manufacturer information Vendor / Supplier Master Data and onboarding
	 Data quality and completeness (data cleansing to improve quality, exception reporting)
	 Data governance and controls (standard taxonomy)
	 Design and develop workflows for supply chain master data
	 Provide the Company with relevant 1099 data required to comply with IRS regulations and issue relevant 1099 documents to vendors
	<u>Service Exclusions</u> :
	Materials Requirement Planning ("MRP")
	Fleet vehicle master
	Employee master
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Director, Procure to Pay
Company Service Representative	Director, Supply Chain

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015-BS: Accounts Payable

TSA ID:	015-BS
Service:	Accounts Payable
Detail:	Service Description:
	 Review invoices and payment requests for accuracy and controls compliance
	 Process valid invoices for payment
	 Monitor and manage any invoice that cannot be processed for payment due to a discrepancy between invoice and Purchase Order (PO). Perform outreach to customers (internal or vendor / supplier) to resolve discrepancies
	 Process and disburse payments and resolve and answer payment enquiries
	 Enter property tax bills into PowerPlan system, analyze and bill tax for shared properties
	 Process customer refunds and credits
	 Process return checks and rejected payments
	 Escheatment process – Identify stale dated checks meeting dormancy period and submit to Cash Accounting to perform outreach to payee. The payments are then reissued to the payee or sent to the state if no response.
	<u>Service Exclusions</u> :
	Determination of valid accounting and allocations
	 Perform confirmations on behalf of NG Requestor
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service	Director, Procure to Pay
Representative	

Company Service	Manager, Corporate Cash
Representative	

016-BS: Transactional Procurement

TSA ID:	016-BS
Service:	Transactional Procurement
Detail:	Service Description:
	• Assistance with determining which suppliers / vendors can meet customer requirements and finding the most competitively priced solution. Activities include the following:
	 Gather customer requirements
	 Match needs to supplier capability (through event analysis process)
	 Review of requisitions and shopping carts for data validation, accuracy, compliance, and suitability
	• Creation and distribution of POs, processing of PO modifications and cancellations as efficiently and accurately as possible
	Supplier ISN compliance and safety standard checks
	Aid with research and resolution of order exceptions
	<u>Service Exclusions</u> :
	 Global Procurement and / or strategic type activities (e.g. engineered / custom materials, multi-year complex services)
	Create requisitions / shopping cart
	 Delegation of Authority (DOA) approval of requisitions / shopping cart
	Order expedition
	Delivery acceptance
	Record receipt of goods
	 Monitor quality of product / services
	Support inventory & production processes
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]

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Seller Service	Director, Procure to Pay
Representative	Director Global Procurement Strategy
Company Service Representative	Director, Supply Chain

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Exhibit A Attachment NG-DIV 7-36-2-7 Page 9 of 14

Transition Services

<u>017-BS: Manage Procure to Pay (P2P)</u>

TSA ID:	017-BS
Service:	Manage Procure to Pay (P2P)
Service: Detail:	 Manage Procure to Pay (P2P) <u>Service Description</u>: Manage P2P related inquiries from customers and third parties including questions regarding purchasing, receiving, invoicing, travel and expenses, payments and other SAP related processes. Facilitate the identification of improvement opportunities including designing and implementing streamlined processes and championing change across customers. Lending subject matter expertise for corporate initiatives. Providing both functional and analytical skills, with reporting capabilities, that enable fact-based decision making. Activities include the following:
	 Bundled services: Bundling requirements will be shared as they are identified as part
Tuonsition David	of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]

Seller Service	Director, Procure to Pay
Representative	
Company Service	Director, Supply Chain
Representative	Manager, Corporate Cash Manager, Payroll Administration, Planning & Controls

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018-BS: Procure to Pay (P2P) System

TSA ID:	018-BS
Service:	Procure to Pay (P2P) System
Detail:	Service Description:
	• Evaluate, optimize and maintain SAP suite of systems (Concur, ECC, SRM, ARIBA) in addition to the incident management system (Right Now) that enables Procure to Pay. Responsibilities include:
	 Solving user system issues
	 Perform daily system health checks and resolve system interface errors
	 User Acceptance Testing, coordination and support for scheduled/unscheduled maintenance across all systems utilizing Source to Pay data.
	<u>Service Exclusions</u> :
	Ariba Sourcing
	Ariba Spend Visibility
	• User Access
	Front Office support
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Director, Procure to Pay
Company Service Representative	Director, Supply Chain

019-BS: Storm filing process

TSA ID:	019-BS
Service:	Storm Filing Process Support
Detail:	Service Description:
	National Grid will provide all storm related expense data to facilitate storm filings post-Closing:
	 Compile storms costs and supporting documentation for all expenditures related to the storm event
	 Prepare recovery file and exhibits for regulatory review
	 Respond to information requests
	Deferrals/accruals
	Journal entries
	 Mutual aid and Verizon billing
	Create and maintain storm work orders
	<u>Service Exclusions</u> :
	 Regulatory final storm cost accounting filing submission to regulators
	 Regulatory data request submission to regulators
	 90-day storm reporting submission to regulators
	<u>Bundled services</u> :
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Director, Procure to Pay
Company Service Representative	Director, Distribution Asset Management & Engineering

<u>020-BS: Capital Delivery and Shop on behalf of / Receive on behalf of (SOBO/</u> <u>ROBO)</u>

TSA ID:	020-BS
Service:	Capital Delivery and Shop on behalf of / Receive on behalf of (SOBO/ ROBO)
Detail:	Service Description:
	Create ad-hoc shopping carts and confirmations
	Reporting of monthly accruals
	• Work with the business on creating or increasing purchase order limits
	Storm invoice review and shopping and confirmation creation
	Create shopping carts, confirmation and provide Purchase Order maintenance support for non-complex construction contracts for Electric Civil Work
	Create shopping cart and provide purchase order maintenance for non-complex construction contracts for Electric Distribution, Gas Mains & Services, Gas Restoration and Paving.
	 ACIS Passthrough invoices for Electric Distribution
	Reconciliation of P-card transactions to support documentation used for storm activity in Rhode Island
	Service Exclusions:
	 Validate accounting provided in requests.
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Director, Procure to Pay
Company Service Representative	Director, Supply Chain

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138-BS: Card and Expense Administration

TSA ID:	138-BS
Service:	Card and Expense Administration
Detail:	<u>Service Description</u> :
	 Notwithstanding Schedule 5.12, Section 2 to the contrary, the parties agree to the support the completion of administrative functions, expense processing and payments required to use the card programs (Procurement Card, Storm Card, Corporate Travel Card) Card administration and support activities include the following: Card Setup Card Audit Exceptions Handling Reconciliation and Accruals Contract and Policy Administration / Execution Service Exclusions: Purchase Approval and Reconciliations Non-Procurement Card purchasing functions Expense creation and approval Bundled services:
	 Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Director, Procure to Pay
Company Service Representative	Director, Supply Chain

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SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT ELECTRIC COMPANY)

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021-BS: Employee Services Support Center

TSA ID:	021-BS
Service:	Employee Services Support Center
Detail:	 Service Description: Oversight of Manager and Employee Self-service Complete processing functions of HR-related transactions Case/Issue Management (e.g., creation, routing, tracing, assignment, and closing of a case) Research and troubleshoot data inaccuracies, and assist with problem resolution Respond to income verification escalations Respond to Service Award escalations Escalation of complex inquiries to HR Administration or Payroll Support for additional research/guidance Provide maintenance on all Pontoon and Managed Service Provider Contractor resource including hire, extension, and termination User Acceptance Testing, coordination and support for scheduled/unscheduled maintenance across all systems utilizing HR data
	 Recruitment COVID-19 related exception/policies (including time entry) Absence (disability) management, including Rhode Island TDI and sick leave calculations Non-Employee Master Data information systems Medical accommodations information, physical and drug screening records Physical security clearance Maintenance outside of regular National Grid system updates <i>Hours of Operation</i>: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Chad Jones
Company Service Representative	To be determined

022-BS: Human Resources Administration

TSA ID:	022-BS
Service:	Human Resources Administrations
Detail:	 Service Description: Personnel action processing and assistance – initiates, validates, approves, updates, and/or documents personnel actions and employee master data (e.g. new hires, job changes, separations, pay changes, direct deposit, etc.) including, but not limited to: Oversight for separation management, automated collection and distribution of employee information pertaining to employee's separation to including notifications to relevant departments/functions and exchange of data in the normal course of business Primary contact for Payroll-related transactions and inquiries to pay employees timely and accurately Process and respond to inquiries (e.g., direct deposit updates, garnishments, overpayments/underpayments, schedule changes, tax withholding updates, time entry, voluntary payroll deductions, company sponsored program reimbursements, quota buckets, vacation payouts, and W2 reprints/remailing) Escalation of complex inquiries to Payroll Operations for research/guidance Provide administration, consultation, and specialist support of in-scope benefit and employee plans, which may include interface support, data entry, employee letters, and existing NG vendor relations. Service Exclusions: Recruitment Non-Employee Master Data information systems Medical accommodations information, physical and drug screening records Physical security clearance Human Resources Administrative policies/procedures not dependent on National Grid payroll or HRIS specific applications or procedures Hours of Operation: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Chad Jones
Company Service Representative	To be determined

023-BS: HRIS - Organization and Position Management

TSA ID:	023-BS
Service:	HRIS - Organization and Position Management
Detail:	 Service Description: Maintain organizational hierarchy as well as position management and corresponding relationships. This includes the National Grid US enterprise structure, personnel structure, cost centers, organization units, positions, job code modifications, hierarchy updates, labor distribution, new job codes, position updates, and custom "Z" objects Facilitate reporting and monitoring against standards to mitigate issues and risk Service Exclusions: Significant restructuring with regards to system changes for organizational hierarchy change requests by PPL Hours of Operation: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt, Dawn Menditto
Company Service Representative	To be determined

024-BS: HRIS – Reporting

Exhibit A

Transition Services

TSA ID:	024-BS
Service:	HRIS - Reporting
Detail:	 <u>Service Description</u>: Create, update, and maintain scheduled and ad-hoc existing reports consistent with current practice associated with HR-related data (e.g., time, payroll, organization management, master data, benefits) Data requests may come from internal and external sources (e.g. multiple regulatory agencies, labor requests, auditors, etc.) <u>Service Exclusions</u>: Contractor and UK data is limited. Benefit enrollment data/details that are maintained outside of the core SAP system should be accessed via external vendors. Supply Chain and Finance data housed in SAP <u>Hours of Operation</u>: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt, Dawn Menditto
Company Service Representative	To be determined

025-BS: HRIS - Technology Support Services

TSA ID:	025-BS
Service:	HRIS - Technology Support Services
Detail:	 Service Description: Provide centralized HRIS technology support consistent with current processes for existing HR programs which may include application support, interface issues, and user access Direct coordination with Third Party Administrators ("TPAs") with regard to existing interfaces reliant on HR data (e.g., employee master data, benefit related data) Oversight of integration related services with regards to HR data (e.g., employee master data, benefit related data) HR technology subject matter expert and liaison for the HR Department with IT and Finance departments. Monitors and participates in HRIS system updates and Personnel Action forms per current practice noting that potential product design changes or newly implemented National Grid programs may require use by conveyed employees and/or by PPL Performs verification and investigates and resolves questions and problems to ensure accuracy and completeness Service Exclusions: Above service descriptions applicable only to systems, applications, or interfaces still managed by National Grid and excludes any significant system or interface changes, reverse file feeds, and new integrations requested by PPL UK specific systems
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt, Dawn Menditto
Company Service Representative	To be determined

Exhibit A

Transition Services

026-BS: Employee Records & Information Requests

TSA ID:	026-BS
Service:	Employee Records and Information Requests
Detail:	 Service Description: Respond to information requests for subpoenas and subpoenas ducas tecum (e.g., wage reports, work history, pay statements) Respond to regulatory information requests on behalf of employees Request and conduct an initial review of employee files to assist in legal reviews Provides the capability to store, protect, archive, classify, retrieve and retire documents and information with Records Management Facilitate maintenance, release, and transport of records and information in accordance with regulations and standards to mitigate issues and risk Provide support for employee verification processes to the extent not covered by a third-party vendor Service Exclusions: Does not provide or deliver any legal advice to employees, attorneys, or governing bodies; not responsible for the physical storage of employee files Hours of Operation: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Chad Jones
Company Service Representative	To be determined

027-BS: Benefits administration

TSA ID:	027-BS
Service:	Benefits Administration
Detail:	 Service Description: Oversight of third-party administrator ("TPA") for health and welfare administration and benefits counseling to include, but not limited to, initial enrollment, annual enrollment, changes, terminations, benefit options, eligibility and benefit deductions for conveying employees and retirees. Exception handling for benefits counseling Facilitate research and escalations related to health and welfare inquiries Participate in testing, training and change management processes for existing systems and current processes required by National Grid, which may include application support, interface issues, and user access Provide the capability to report employee participation in benefits programs Ad hoc knowledge transfer to support PPL with any retirement planning sessions facilitated for prospective retirees Death processing including detailed review of each individual situation to assess further benefits due, followed by preparation and sending of condolence letter Coordination with all necessary parties (internal partners and/or vendors) to ensure seamless transition of pension payments, survivor benefits and support throughout the death process Support ACA compliance reporting Sox control, valuation and audit support for conveying employees and retirees
	 Solve control, variation and addit support for conveying employees and refires Provide administrative support of benefit plans, including data entry in SAP, letters to employees, vendor relations, etc. Provide oversight of the following third-party administrators Student loan payments (managed by Tuition io) Caregiver benefits (managed by Bright Horizons for Management employees) Service Exclusions: Above service descriptions applicable only to benefit plans still managed by National Grid and excludes any new benefit plans or vendor relationships set up by PPL Benefit administrators are prohibited from making recommendations or decisions regarding employee/retiree benefit selections Communications content to support benefit counseling needs associated with exception handling Strategic planning relating to PPL's open enrollment planning cycle upon TSA completion Facilitation of the health and welfare vendor payment process for administrative services and claims Benefit payments or claims paid via a trust Annual plan audits and management of associated sox controls for conveying employees and retirees Conveying employees and retirees

Exhibit A

Transition Services

	 Excluded oversight of the following TPAs: Employee Assistance Program ("EAP") (managed by CCA) Death of a dependent (managed by TPA) Hours of Operation: Benefit Services Center: Support is available from Monday – Friday, 8:00 a.m. – 5:00 p.m. Eastern Standard Time MetLife: Support is available from Monday – Friday, 8:00 a.m. – 11:00 p.m. Eastern Standard Time
Transition Period:	24 months, to be bundled with payroll and HRIS TSAs
Fee:	[TBD]
Seller Service Representative	Pam Azwell Retirement services: Chad Graber Investment Management: Francine Kollydas
Company Service Representative	To be determined

028-BS: 401k administration

TSA ID:	028-BS
Service:	401k Administration
Detail:	 Service Description: Oversight of third-party administrator ("TPA") to include, but not limited to eligibility, benefit options, initial enrollment, annual enrollment, changes, terminations, and benefit deductions In accordance with payroll processing, weekly and monthly reconciliation and funding of all Company Core and employer matching contributions to individual retirement savings accounts with Vanguard In collaboration with Vanguard, share data and/or support with reconciliation for annual non-discrimination compliance testing Provide data for PPL to complete annual true-up testing for eligible populations Case management escalations and analysis of employee questions/issues for Vanguard escalations Assisting Vanguard with data requests relating to Qualified Domestic Relations Orders ("QDROs") for QDROs initiated prior to 2011 Provide the capability to report employee participation in benefits programs Sox control and audit support for conveying employees and retirees Provide administrative support of 401k plans, including data entry in SAP, letters to employees, vendor relations, etc. Service Exclusions: Above service descriptions applicable only to retirement plans administered by National Grid vendors and excludes any new retirement plan designs or new vendor relationships set up by PPL Financial advice on match deferral elections and investment choices is prohibited Support for annual audit of plan(s) for conveying employees and retirees Mid-year nondiscrimination testing Hours of Operation: Support is available from Monday – Friday, 8:30 a.m. – 9:00 p.m. Eastern Standard Time
Transition Period:	24 months, to be bundled with payroll and HRIS TSAs
Fee:	[TBD]
Seller Service Representative	Nancy McLaughlin/Chad Graber
Company Service Representative	To be determined

029-BS: Pension administration

TSA ID:	029-BS
Service:	Pension Administration
Detail:	Service Description:
	 Oversight of third-party administrator ("TPA") to include, but not limited to eligibility, changes, terminations, and benefit deductions for existing National Grid vendors Case management and analysis of employee questions/issues Vendor and invoicing management, ongoing review of fees Vendor management and oversight of benefit calculation escalations, Administration of Qualified Domestic Relations Orders ("QDROs") Ongoing maintenance of retiree payroll changes (i.e., direct deposit, tax withholding changes)
	 Sox control, valuation and audit support for conveying employees and retirees Provide administrative support of pension plans, including data entry in SAP, letters to employees, vendor relations, etc.
	 Service Exclusions: Above service descriptions applicable only to retirement plans administered by National Grid vendors and excludes any new retirement plan designs or new vendor relationships set up by PPL Any employee who does not meet National Grid qualifications to be enrolled in a pension plan Support for annual audit of plan(s) and compliance with ERISA guidelines for conveying employees and retirees Hours of Operation: Support is available from Monday – Friday, 8:00 a.m. – 7:00 p.m. Eastern Time
Transition Period:	24 months, to be bundled with payroll and HRIS TSAs
Fee:	[TBD]
Seller Service Representative	Chad Graber
Company Service Representative	To be determined

030-BS: Retirement administration

TSA ID:	030-BS
Service:	Retirement Administration
Detail:	Service Description: Oversight of third-party administrator ("TPA") to include, but not limited to, eligibility, changes, terminations, and benefit deductions Provide the capability to report employee participation in benefits programs Ad hoc knowledge transfer to support PPL with any retirement planning sessions facilitated for prospective retirees Case management and analysis of employee questions/issues as escalated to National Grid by TPA Review of post-employment benefit eligibility after employee has initiated the process with Pension Connect Outreach to employee and supervisor/manager with application for retirement Sending of post-employment benefits package following receipt of completed application Tracking of upcoming retirement and/or revocation to ensure for accurate and timely processing and subsequent pension benefit commencement Support TPA for processing disability retirements Provide administrative support of retirement plans, including data entry in SAP, letters to employees, vendor relations, etc.
Transition Period:	 Service Exclusions: Above service descriptions applicable only to retirement plans still managed by National Grid and excludes any new retirement plans or vendor relationships set up by PPL Facilitation or participation in any individual retirement meetings; questions are handled through case management to the designated subject matter expert and/or vendor Facilitation or participation in any retirement planning sessions for prospective retirees <i>Hours of Operation</i>: Support is available from Monday – Friday, 8:00 a.m. – 7:00 p.m. Eastern Standard Time 24 months, to be bundled with payroll and HRIS TSAs
Fee:	[TBD]
Seller Service Representative	[IBD] Chad Graber

Exhibit A

Transition Services

Company Service	To be determined
Representative	

031-BS: Time governance

TSA ID:	031-BS
Service:	Time Governance
Detail:	Service Description:
	 Time entry monitoring and adjustments prior to payroll processing including follow-up with timekeepers, employees and managers on unentered time and related issues to ensure time is validated and approved, and system issues (e.g., due to auto-populate, auto-approve, time transfer, inbound interfaces, audit checks) Provide guidance to timekeepers around schedules and pay, based on rules contained within union contracts Manage Car Allowance program for monthly management employees with third party vendor MOTUS, to the extent PPL will provide this program post-Closing <i>Service Exclusions</i>: None Hours of Operation: Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	24 month
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt
Company Service Representative	To be determined

032-BS: Payroll processing

TSA ID:	032-BS
Service:	Payroll Processing
Detail:	 Service Description: Pay employees for time worked and other payments as defined in collective bargaining agreements and company policies consistent with current practice (e.g., weekly and monthly payroll cycles, treasury and ADP file transmissions) Withhold and remit voluntary and statutory tax and general deductions in accordance with company policy, tax and labor rules/laws Payroll processing various reimbursement programs and policies (e.g., tuition, adoption assistance) Limited off-cycle payroll processing consistent with current practice (e.g., Annual Performance Plan Awards and other large volume payments not to be included in regular payroll processing, balance adjustments, year-end adjustments) Provide the estimated tax withholdings so the broker knows how many shares to sell to cover the tax, as well as processing the actual taxable values through payroll once they vest.
	 <u>Service Exclusions</u>: Pension payments Travel and expense reimbursements Payments to contractors Balance account reconciliations
	 <u>Hours of Operation</u>: Support is available from Monday – Thursday, 7:00 a.m. – 6:00 p.m., Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt
Company Service Representative	To be determined

Exhibit A

Transition Services

033-BS: Period End Payroll Tax Forms Processing

TSA ID:	033-BS
Service:	Period Ending Payroll Tax Forms Processing
Detail:	Service Description:
	• Prepare and provide accurate tax filing documents (e.g., W-2, W-3) to employees and file with Social Security Administration in accordance with federal and state tax laws and deadlines (e.g., Form SSA) including quarterly tax filing reporting, reconciliations, submissions, and payments <u>Service Exclusions</u> :
	 1099 Forms for retired employees receiving pension payments from a third party or other non-employees Journal entries
	Hours of Operation:
	 Support is available from Monday – Thursday, 7:00 a.m. – 6:00 p.m., Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative	Ron Fasoldt
Company Service Representative	To be determined

This Exhibit A to the draft Transition Services Agreement ("TSA") has been prepared by National Grid USA ("National Grid") for the exclusive use of the party to whom National Grid delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and National Grid (the "Agreement") ¹, National Grid does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of National Grid.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. National Grid expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and National Grid has no obligation to update such information, including in the event that such information becomes inaccurate.

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For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are coterminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Exhibit A to the draft Transition Services Agreement contains material, non-public information concerning National Grid and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among National Grid, National Grid plc and PPL Corporation. The Recipient acknowledges that National Grid considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

SERVICE DESCRIPTIONS - FACILITIES (NARRAGANSETT ELECTRIC COMPANY)

045-FAC: REPAIR & MAINTENANCE, INTERNALLY MANAGED & THIRD-PARTY FACILITY MANAGEMENT PROVIDERS
046-FAC: MAILROOM SERVICES 5
124-FAC: MASSACHUSETTS AND NEW YORK OFFICES 6
125-FAC: MASSACHUSETTS OPERATIONS FACILITIES
126-FAC: MASSACHUSETTS WAREHOUSE FACILITIES
132-FAC: NORTHBORO CONTACT CENTER9
133-FAC: TRAINING FACILITIES10
134-FAC: RIGHT OF WAY AND SURVEY ENGINEERING11
135-FAC: CAPITAL PROJECT SUPPORT12

045-FAC: Repair & Maintenance, Internally Managed & Third-Party Facility Management Providers

TSA ID:	045-FAC
Service	Facilities Services: Repair & Maintenance, Internally Managed & Third-Party Facility Management Providers
Detail:	· · · ·
	 Cumberland Operations (1595 Mendon Road) Lincoln (642 George Washington)

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I ransition Services	
	 Middletown (12 Turner Road) North Kingstown (4145 Quaker Road) Pawtucket (34 Roosevelt Ave) Providence – Allens Operations (642 Allens Ave) Providence – Dexter (439 Dexter St) Providence – Melrose (280 Melrose St) Providence – Point Street Scituate (Chopmist Hill Rd) Westerly (69 Canal St) Services will be provided in accordance with National Grid's existing Facilities Services contract schedules.
	 Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	12 months
Fee:	[TBD]
Seller Service Representative	Director, NE Property Services
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

046-FAC: Mailroom Services

TSA ID:	046-FAC
Service	Mailroom Services
Detail:	Pursuant to 001 - BS, 002- BS, 004 - BS, 008 - BS, National Grid's Customer Service and Credit and Collections (AMO) groups will continue to distribute select mailings to Narragansett Electric customers. National Grid will continue to provide mail services for these select mailings out of it's Northboro, MA, and Syracuse, NY facilities for the duration of 001 - BS, 002- BS, 004 - BS, 008 - BS.
Transition Period	24 months
Fee:	[TBD]
Seller Service	Director, NE Property Services
Representative	
Company Service	VP, Finance, Regulatory Affairs & Controller
Representative	Director, Facilities Operations

<u>124-FAC: Massachusetts and New York Offices</u>

TSA ID:	124-FAC
Service	Massachusetts and New York Offices
Detail:	ServCo back-office employees supporting Narragansett operate out of shared offices owned or leased by ServCo. These sites are not expected to transfer with the business. National Grid will provide space for Servco back-office employees to
	continue to be based in Massachusetts and New York facilities, while supporting Narragansett. Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	12 months
Fee:	[TBD]
Seller Service Representative	Director, NE Property Services
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

<u>125-FAC: Massachusetts Operations facilities</u>

TSA ID:	125-FAC
Service	Massachusetts Operations Facilities
Detail:	National Grid will provide usage of the Gas and Electricity control center in Northboro, for Narraganset control center operations. Bundled services: • Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service	Director, NE Property Services
Representative	
Company Service	VP, Finance, Regulatory Affairs & Controller
Representative	Director, Facilities Operations

<u>126-FAC: Massachusetts Warehouse Facilities</u>

TSA ID:	126-FAC
Service	Massachusetts Warehouse Facilities
Detail:	National Grid will provide usage of the Sutton warehouse facility for Narraganset warehousing: • Provide the Purchaser with access to the entire parcel of the Sutton warehouse • Provide congruent facility space in the Sutton Depot Storage Yard as currently provided • Provide storage for materials currently in line with material requirements Bundled services: • Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	12 months
Fee: Seller Service	[TBD] Director, NE Property Services
Representative	
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

<u>132-FAC: Northboro Contact Center</u>

TSA ID:	132-FAC
Service	Northboro Contact Center
Detail:	 National Grid will provide usage of the Customer contact center facility in Northboro for Narraganset call center activities, as currently provided. <i>Bundled services:</i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director, NE Property Services
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

<u>133-FAC: Training Facilities</u>

TSA ID:	133-FAC
Service	Training Facilities
Detail:	 National Grid will provide usage of the Millbury training facility and all associated Electric and Gas equipment for Narragansett training activities, as currently provided. <i>Bundled services:</i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director, NE Property Services
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

<u>134-FAC: Right of Way and Survey Engineering</u>

TSA ID:	134-FAC
Service	Right of Way and Survey Engineering services as now supplemented by contract labor and internally managed.
Detail:	 National Grid will provide Right of Way (ROW) and Survey Engineering services to support customer & capital projects for electric Transmission & Distribution (Tx & Dist), electric Sub- Transmission (sub-Tx), and Gas. ROW services include: Acquiring and managing property rights Encroachment mitigation Applications for third party use Survey Engineering services include: Locating company rights and boundaries Providing existing condition surveys for permitting and design Construction support services Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	18 months
Fee:	[TBD]
Seller Service Representative	Director, ROW & Survey Engineering
Company Service Representative	Supervisor, Real Estate

<u>135-FAC: Capital Project Support</u>

TSA ID:	135-FAC
Service	Capital Project Support
Detail:	 For capital projects, including but not limited to roofing, paving, kitchen, locker room and bathroom renovations, National Grid will continue to support delivery of these projects through planning, resourcing, implementation, controls and close out, as applicable, during the duration of the service. This will be applicable to the following sites in Narraganset territory that will continue to be directly serviced by National Grid facilities: Lincoln (642 George Washington) Middletown (12 Turner Road)
	 North Kingstown (4145 Quaker Road) Providence – Allens Operations (642 Allens Ave) Providence – Dexter (439 Dexter St) Providence – Melrose (280 Melrose St) Scituate (Chopmist Hill Rd) Westerly (69 Canal St)
	 Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	18 months
Fee:	[TBD]
Seller Service Representative	Director, NE Property Services
Company Service Representative	Manager, Design & Construction

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SERVICE DESCRIPTIONS – FINANCE & ACCOUNTING (THE NARRAGANSETT ELECTRIC COMPANY)

047-FIN ACCOUNTING AND FINANCIAL REPORTING	3
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051B-FIN: MIDDLE OFFICE SUPPORT FOR ELECTRIC PROCUREMENT ACTIVITIES	7
052-FIN: CLAIMS HANDLING/ INVESTIGATION	9
053-FIN: TAX CONSULTING SERVICES	11
054-FIN: PROPERTY TAX SERVICES	13
129-FIN: FINANCIAL PLANNING AND ANALYSIS	14

047-FIN Accounting and financial reporting

TSA ID:	047-FIN
Service:	Accounting and Financial Reporting
Detail:	National Grid shall assist the Company in its preparation of monthly financial reports (including Energy Information Administration reporting) through provision of trial balance data. National Grid shall assist the Company in its preparation of quarterly US GAAP financial statements, FERC quarterly and supplemental filings and relevant State filings on the same schedule as such financial statements were prepared prior to Closing.
	Accounting services provided by National Grid will include reports from existing sub-ledgers and/or system interfaces in order to support existing activities (e.g., power plant sub-ledger and customer systems interfaces).
	National Grid shall continue to maintain records to account for the utility plant assets of the Company, and record additions, retirements and depreciation/amortization of such assets. National Grid shall provide the Company on a monthly basis the following schedules and/or reports:
	 Monthly reconciliation of fixed assets sub-ledger to the US general ledger Monthly spending, additions, retirements and depreciation/ amortization Capitalized interest monthly activity ARO liability report – a report identifying monthly activity related to asset retirement obligations National Grid will make accounting personnel available to respond to the Company's requests for accounting support, knowledge transfer and history related to the Company's Monthly Statements, as well as questions surrounding the accounting treatment for key or judgmental matters (e.g. bad debt, unbilled revenue, regulatory deferrals).
	For purposes of the required regulatory "make-whole" deferred tax calculation, National Grid will provide a forecast of book depreciation of property, plant and equipment included in rate base as of March 31, 2021, and an update to such as may be required by the regulator.

Excluded Services: The Company shall be solely responsible for purchase accounting, income tax entries, any adjustments required as a result of changes from National Grid's accounting policies and any Company specific entries. The Company shall also be solely responsible for any new financial/regulatory reporting requirements required by the Company to comply with its legal, regulatory, investor, and other obligations that National Grid was not required to comply with prior to the signing of the SPA. If assistance with the preparation of such materials is required of National Grid and/or its external advisors (i.e., its independent audit firm) during the Transition Period or beyond, such services will be negotiated separately between National Grid and the Company and the relevant external service providers. **Bundled** services: Bundling requirements will be shared as they are identified as part • of the service definition and refinement process underway. 12 months **Transition Period:** Fee: [TBD] **Seller Service** New England Controller **Representative: Director Operational Finance Company Service** Corporate Controller **Representative:** VP, Finance & Regulatory Affairs

051a-FIN: Middle Office Support for Gas Procurement Activities

TSA ID:	051a-FIN
Service:	Middle Office Support for Gas Procurement Activities
	 Middle Office Support for Gas Procurement Activities National Grid shall continue to provide middle-office compliance, risk management and data system support services related to the procurement of gas commodity. Middle-office services specifically relate to: Maintain energy risk data systems, tools, and related interfaces, including Allegro/Horizon, providing IT support and details of any significant changes made to the energy transaction risk management system/ interfaces for the following functionality: trade entry, confirmations, contract administration, credit operations, risk reporting, segregation of duties and access rights, gas scheduling, market prices, valuations, settlement, invoicing to SAP Deal Confirmations Regulatory Reporting FERC compliance monitoring Fixed price deal reporting to publications (FERC regulated), provided that PPL agrees to continuing this activity Credit support and analysis and reporting Independently verify hedging volumes Margining and collateral exchange, including receiving letters of credit and parent guarantees from counterparties Developing, verifying, and reporting Market, Operational, and Credit Risk reporting, including VAR metrics and probabilistic analysis Monitor compliance with Delegation of Authority and approved Transaction Strategies Calculate incentives related to Gas Cost Volatility program Providing pricing information for Renewable Energy
	 Certificates (RECs) Issuing weekly Rhode Island Natural Gas, Power, and Credit Risk Reports
	Performing quarter-end financial GAAP valuations and reporting activities <u>Bundled services:</u>
	Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months

Fee:	[TBD]
Seller Service Representative:	Director, Energy Procurement Risk Management
Company Service Representative:	Senior Director, Risk Management

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051b-FIN: Middle Office Support for Electric Procurement Activities

TSA ID:	051b-FIN
Service:	Middle Office Support for Electric Procurement Activities
Detail:	 National Grid shall continue to provide middle-office compliance, risk management and data system support services related to the procurement of electric commodity. Middle-office services specifically relate to: Maintain Energy Transaction risk management system (Allegro / Horizon), providing IT support for the following functionality: trade entry, confirmations, segregation of duties and access rights, market prices, valuations, settlement, invoicing to SAP
	 Negotiating base commodity contracts: ISDAs, MPAs, and Master Certificate Purchase/Sale agreements Deal Confirmations (Financial Deals, RECs, and Capacity Deals) Provide pricing for RECs for quarter end reporting Credit support and analysis and reporting Monitor Load Bid Performance Metric Margining and collateral exchange, including receiving letters of credit and parent guarantees from counterparties Developing and reporting on forward curves Mark-to-market valuation and reporting Market, Operational, and Credit Risks reporting, including VAR metrics and probabilistic analysis Monitor compliance with Delegation of Authority and approved Transaction Strategies Upload power volumes to Adapt2 and facilitate settlement in Allegro Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative:	Director, Energy Procurement Risk Management
Company Service Representative:	Supervisor, Load, Scheduling & Settlement Manager, Regulatory Accounting Manager, Financial Planning & Analysis

Confidential - Draft for discussion

051c-FIN: Back Office Support for Energy Procurement Activities

TSA ID:	051c-FIN
Service:	Back-Office Support for Energy Procurement Activities
Detail:	National Grid shall continue to provide back-office compliance and accounting services related to the procurement of gas and electric commodity. Back-office services specifically relate to:
	 Settlement of electric and gas transactions Producing and reconciling invoices, and sending them to SAP Renewable energy credit accounting Monthly journal entries, including those related to accounts payable, accounts receivable, gas storage and National Grid Natural Gas Portfolio Earnings Plan (NGPMP) Executing Internal Financial Controls related to electric and gas
	 Executing internal r manetal controls related to electric and gas commodity Account reconciliations for gas storage and energy use Liaison with external auditor External reporting including State page reporting and quarterly 552 annual filings and annual 549D quarterly filings. Internal financial reporting on energy expense and revenue Gas Operations and Electric Operations leaders and Energy Procurement team.
	Internal financial reporting on energy expense and revenue to Gas Operations and Electric Operations leaders and Energy Procurement team.
	<u>Bundled services:</u>
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative:	Accounting Manager, Energy Procurement
Company Service Representative:	Supervisor, Load Scheduling & Settlement
	Manager, Regulatory Accounting
	Manager, Financial Planning & Analysis

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052-FIN: Claims Handling/ Investigation

TSA ID:	052-FIN
Service:	Claims Handling/Investigation
Detail:	With respect to claims handling services:
	 The Company will assume responsibility for all existing and future claims matters as of Closing. National Grid shall provide the Company with claims handling and claims investigation support services in a manner consistent with National Grid's current processes for the provision of such services prior to Closing During the TSA period, National Grid will investigate, adjust and resolve all claims in consultation with, and as advised by, the Company. The Company will make available to National Grid, all employees, (management, contracted or represented) and internal records required to address, investigate, adjust and/or defend all claims against the Company. National Grid will work with the Company to provide the necessary information that will allow the Company to set reserves as required by the Company's policies. National Grid will work with the Company to evaluate and resolve claims matters as required by the Company to evaluate and resolve claims matters as required by the Company to evaluate and resolve claims matters as required by the Company's policies.
	With respect to litigation services:
	 The Company will assume responsibility for all existing and future litigated matters as of Closing. National Grid will send new litigation to the Company upon receipt, as of Closing. National Grid shall provide the Company with litigation support services in a manner consistent with National Grid's current processes for the provision of such services prior to Closing. The Company will advise National Grid as to defense, coverage and all legal counsel required in the consultation, adjustment and/or adjudication of all litigated matters. National Grid will work with the Company to provide the necessary information that will allow the Company to set reserves as required by the Company's policies. National Grid will work with the Company to evaluate and resolve litigation matters as required by the Company's policies.

	 <u>Excluded Services</u>: Legal services <u>Bundled services</u>: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	12 months
Fee:	[TBD]
Seller Service	Director, Claims
Representative:	
Company Service	Chief Counsel
Representative:	Senior Counsel

053-FIN: Tax Consulting Services

TSA ID:	053-FIN
Service:	Tax Consulting Services
Detail:	National Grid will make its tax personnel available to the Company to respond to the Company's questions regarding pre-closing tax matters. Nothing herein shall be construed as imposing any obligation on the Seller to provide tax compliance or advice to the Company.
	National Grid will provide informal training to the Company's employees assigned to perform taxation services as is reasonably requested by the Company, in particular, process walk-throughs and explanation of business process inputs and outputs and any other activities during the applicable transition period for the Transition Service being provided.
	National Grid shall assist the Company in its preparation and payment of all monthly, quarterly and annual sales, use and gross receipts tax returns and/or estimated payments in the same fashion as National Grid currently does in its outsourced arrangement with KPMG for the provision of these services.
	National Grid will make its staff available to respond to the Company's staff on all income tax accounting and compliance matters, in particular including questions regarding the application of federal tax law and regulation and also the application of ASC740 related to accounting for income taxes. Note that the State of Rhode Island does not impose an income tax on the Company.
	National Grid will provide the Company support in determining the appropriate make-whole provision including specifically a forecast of remaining book and tax depreciation. In addition, National Grid will provide the Company with schedules showing the expected utilization/amortization of protected and unprotected excess accumulated depreciation.
	For purposes of the required regulatory "make-whole" deferred tax calculation, National Grid will provide a forecast of tax depreciation of property, plant and equipment included in rate base, and an update to such as may be required by the regulator. In addition, National Grid will provide a comparison of the forecast of book deprecation to tax depreciation and create a schedule of the expected reversal of deferred taxes.

	 <u>Bundled services:</u> Bundling requirements will be shared as they are identified as
	• Building requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fees:	[TBD]
Seller Service Representative:	Vice President, Tax
Company Service Representative:	Vice President, Tax

054-FIN: Property Tax Services

TSA ID:	054-FIN
Service:	Property Tax Services
Detail:	National Grid shall assist the Company in its preparation and payment of all quarterly property tax bills. Accounting services provided by National Grid will include reports from existing sub-ledgers and/or system interfaces in order to support existing activities (e.g., power plant sub-ledger and SAP systems interfaces).
	National Grid through its plant accounting system shall maintain records necessary to account for the utility plant assets of the Company in preparation for the Annual Report of Tangible Personal Property for submission to the local municipalities.
	National Grid will make its staff available to respond to the Company's property tax staff on all ad valorem tax matters, in particular, including questions regarding the preparation and submission to state and local assessment agencies and information necessary to evaluate potential property tax appeal candidates.
	National Grid will provide access to its files pertaining to previous and current litigation on legal property tax matters.
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative:	Manager, Property Tax
Company Service Representative:	Supervisor, Real Estate & Property Tax

Transition Services

Service:	Financial Planning and Analysis
Detail:	National Grid will support the Company with monthly and quarterly reporting decision support and reporting activities (e.g., budgeting, forecasting and long-term planning) at an operating company level, this includes:
	 Net margin calculations and analysis Direct cost decision and reporting support Rate base calculations and analysis Return on Equity (finance/ regulatory return) National Grid will support the Company with existing finance business partnering activities covering:
	 Storm support (1) partnering during a storm event including financial modelling (2) supporting regulatory storm filings Work plan (opex/ capex) and regulatory filing development, allocation and budgeting and forecasting Rate case modeling (subject to case timeline) National Grid will support knowledge transfer to the Company's employees assigned to perform the financial planning and analysis services listed within this Transition Service schedule as requested by the Company.
	 Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	12 months
Fee:	[TBD]
Seller Service Representative:	New England Controller
Company Service Representative:	Manager, Financial Planning and Analysis

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Transitio

SERVICE DESCRIPTIONS - HR

118-HR: Labour and Employee Relations	3
119-HR: Regulatory Training	5
122-HR: Workforce Planning and People Analytics	6
123-HR: Talent Management	7

118-HR: Labour and Employee Relations

TSA ID	118-HR
Service:	Labour and Employee Relations
Detail:	 Service Description: Provide ad hoc support and/or advice relating to contract interpretation for Local 310 (400 employees), Local 310b (c. 70 employees), and Local 12431 (292 employees). Provide PPL any historical information / investigative documentation that they do not have access to in the efforts to resolve any formal grievances or arbitrations that remain unresolved as of the Close date or arise thereafter but relate to events occurring before the Close date. This support may consist of a briefing call with a National Grid labor partner but shall not involve making recommendations or drafting of documentation. Include access to all historical documents in accordance with the recordkeeping TSA XX-01, provide access to historical documents, including in excel/shared drive, and offsite, active discipline, grievances, CBAs and MOUs in Iron Mountain, arbitration decisions, and settlement and interim agreements. All other labor relations support to be assumed by Buyer at Close including, but not limited to the negotiation process or establishment of new contracts for Local 310, Local 310b, and local 12431

	I ransition Services
	 Support for new grievances, arbitration, investigations for employee misconduct, performance, or policy violations after Close date Knowledge transfer post-Close
	<u>Hours of operation:</u> • Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	6 -12 months – Pending and dependent on the Payroll / ERP Duration Decision
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Maria Marotta
Company Service Representative	Kurt Reidinger

<u>119-HR: Regulatory Training</u>

TSA ID	119-HR
Service:	Training (Regulatory, Compliance and Technical)
Detail:	Service Description:
	 Provide access to regulatory, compliance and technical training materials and platforms including in-person and web-based <i>regulatory, compliance and technical</i> training delivery, administration, and tracking consistent with current practices. Continue to maintain regulatory, compliance and technical training content, data, and assignments. Support the facilitation/maintenance of training facilities, fleet, materials, equipment, tools and IT support Provide instructor led trainings and they will be delivered through both NG and PPL instructors to accommodate said instructor related ratio regulations Provide security measures for PPL instructors and PPL employees that will be utilizing the training facilities Provide support for any new Operator Qualifications mandates within the RI territory
	 Rover-specific training development, delivery and or tracking supported by conveying Training FTEs within the buyer's Learning Management System. Leadership training, ethics training or content, professional development, leadership and capability training Product specific training requirements (e.g. Gas operations, Electricity operations, etc.) Training facilities access
	 Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months or at an earlier date at the time of PPL training facilities set
	up and the PPL LMS for RI employees
Fee:	Allocated Costs plus Direct Charges
Seller Service Representative	Margaret Jones
Company Service Representative	Steve Phillips, Paul Ward

122-HR: Workforce Planning and People Analytics

TSA ID	122-HR
Service:	Workforce Planning and People Analytics
Detail:	Service Description:
	 Provide standard PowerBI reporting publications, based exclusively upon data and organizational hierarchies within MyHub, on a quarterly basis. Standard reports to include summary level data and views for workforce planning reporting
	 Provide flat file for all data to allow PPL to run their own analysis
	Service Exclusions:
	 Reporting of workforce data which does not reside within MyHub
	 Workforce reporting where a unique identifier of conveyed employees does not exist
	 Non-employee Managed Service Provider reporting
	 Direct access to PowerBI environment or any data files allowing user manipulation, calculations or formulas, or technical components which feed and enable PowerBI products
	 Initial source data files
	 Strategic planning support
	● Data analysis
	Hours of operation:
	 Support is available from Monday – Friday, 9:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	24 months (quarterly reporting)
Fee:	Allocated Costs plus Direct Charges
Seller Service	Gary Dionne
Representative	
Company Service Representative	To be confirmed

<u>123-HR: Talent Management</u>

TSA ID	123-HR
Service:	Talent Management
Detail:	Service Description:
	 Ad hoc provision of limited advice / knowledge transfer to Rover for Talent processes Ad hoc reporting needs (based on standard reporting templates) to the extent not covered by 024-BS: HRIS – Reporting TSA schedule
	 Provide access to 360 Assessments, conducted by K. Ferry <u>Service Exclusions:</u>
	 Identification of key leadership requirements and the associated leadership development Succession planning and talent review Diversity and inclusion processes
	Hours of operation:
	 Support is available from Monday – Friday, 9:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	24 months
Fee:	Allocated Costs plus Direct Charges
Seller Service	Catherine Schlieben
Representative	Sarah Hynes
Company Service Representative	To be confirmed

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¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

<u>SERVICE DESCRIPTIONS – HEALTH & SAFETY, MONITORING & COMPLIANCE</u> (NARRAGANSETT ELECTRIC COMPANY)

055-HSE: HEALTH, SAFETY, ENVIRONMENT (HS&E) AND S REGULATORY MONITORING, REPORTING, AND COMPLIA	,
SERVICES	
059-HSE: SITE INVESTIGATION AND REMEDIATION (SIR).	
060-HSE: ENVIRONMENTAL FIELD SUPPORT	
061-HSE: SPILL CONTROL/ RESPONSE	
062-HSE: PUC ENVIRONMENTAL FILING SUPPORT	
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064-HSE: SITE SECURITY SERVICES	14
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<u>055-HSE: Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring,</u> <u>Reporting, and Compliance Consulting Services</u>

TSA ID:	055-HSE	
Service	Health, Safety, Environment (HS&E) and Security, Regulatory	
HS&E	Monitoring, Reporting, and Compliance Consulting Services	
HS&E Detail:	 National Grid will make its personnel available to the Company to respond to questions regarding federal, state, and local and regulatory HS&E issues applicable to the Company and its business. National Grid will provide informal training to the Company's employees responsible for such HS&E related report filings including training at National Grid'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. This will include but is not limited to Rhode Island regulatory filings, prepare OSHA annual 300 and 300A filings, benchmarking reporting, DOT reporting, environmental related SEC 10Q/10K reporting and Asset Retirement Obligations (ARO) reporting. National Grid will continue to maintain and update official HS&E Policies and Procedures as would be required prior to Closing. National Grid will provide advice to the Company to develop the medical screening programs under DOT and Occupational Safety and 	
	 Drug and Alcohol Programs. National Grid will assist the Company to file with the relevant regulatory agencies any required documents under those programs. Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway 	
Transition Period	24 months	
Fee:	[TBD]	
Seller Service	VP, HSE New England	
Representative		
Company Service Representative	Director, Technical Development & Improvement	

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PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC, NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY Docket No. D-21-09 Docket No. D-21-09 Docket No. D-21-09 Page 4 of 19

Exhibit A Transition Services

056-HSE: Field Safety Support

TSA ID:	056-HSE Field Safety
Service	Field Safety Support
Detail:	 If requested, National Grid will assist the Company with its management of safety issues in the field, in particular: FS - Safety Observations - Provide consultation on a variety of safety performance tasks / activities across the business through safety observations. These observations are logged within our IMS system and are documented as an ESD (Effective Safety Discussions) or CA (Compliance Assessment) FS - 2nd Level Assurance - Provide consultation on second level assurance in line with departmental risk registers on a quarterly basis. FS - Respond to Safety Incidents – If requested, advise on incidents in the field to assist partners in making situation safe, advise on information gathering and determining actions to be taken to make safe and next steps FS - Incident Analysis – Provide consultation on incident investigation teams as SMEs. Key functions are to advise on root cause analysis, actions to be taken and lessons learned; advise as SME in TapRoot tool HASPs – Act as consultative support for partners on Health & Safety Plans OSHA / Regulatory Compliance – Advise on any pending OSHA or regulatory compliance case; SME to advise partners, advise on incidents / investigations through OSHA and other regulatory agencies FS - Storm Support – Advise any storm support personnel for Operations as well as information for on-boarding of Electric Business Unit external contractors when reporting for storm duty FS - Safety Committee Support – Advise any SPCs (Safety Performance Committees) which support collaboration with

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	 our union workforce in an effort to improve safety performance, communication and awareness FS - SME for Policy & Procedures – Provide advice and guidance with regards to internal safety policy and procedures as well as external compliance with OSHA and other regulatory agencies. Additionally, will provide consultation with Operations policies and procedures for input and guidance as they relate to safety FS – Communication Channel - Consult on safety information, addressing routine and time-critical safety information FS – Communication Channel - Consult on safety information, addressing routine and time-critical safety information FS – Training – Provide consultation on education and training as needed for programs and/or regulatory mandates (Silica, Hearing Protection, Rubber Glove Program as examples) FS – Safety Support - Advise on programs and initiatives aimed at incident prevention and performance improvements Process Safety – If requested, assist various process safety risk assessments, as well as providing subject matter expertise to aid in incident analysis and corrective action(s) following a Process Safety incident for process safety management system issues on gas pressure regulating, gas transmission, CNG and LNG assets, including the vetting and approving LNG transportation vendors
Transition Period	24 months
Fee:	[TBD]
Seller Service	Director Field Safety
Representative	
Company Service	Manager, Safety
Representative	

059-HSE: Site Investigation and Remediation (SIR)

TSA ID:	059-HSE
Service:	Site Investigation and Remediation (SIR)
Detail:	Technical and Project Management Support: National Grid will provide consultation to the Company on SIR projects, in particular Manufactured Gas Plant site and PCB related investigation and remediation. National Grid will make its personnel available to the Company to respond to questions from the Company regarding environmental data systems, historical and location specific information, and records relevant to the Company.
	If requested by Company, National Grid will provide consulting services to the Company in establishing annual project budgets, preparing regular financial and reserve (contingency) fund forecasts, assisting with the annual rate filings (The Narragansett Electric Company d/b/a National Grid Electric Environmental Response Cost Report and Annual Environmental Report for Gas Service), including assistance with preparing written reports and/or information for testimony, and conducting periodic site inspections including but not limited to the minimum frequency as specified by local, state and federal regulations, orders, decrees or agreements. If requested, National Grid will provide consulting services in support of response to any public complaints, and/or in response to incidents at the site involving an agency-reportable release or activity.
	National Grid will make available environmental staff and subject matter experts to the Company for consultation on environmental planning and management issues related to the Company.
	 Contractor Administration: If contracts have been moved to Company, Company will administer the contracts. If contracts have not been moved to Company, National Grid will assist the Company with contract administration activities as requested, in particular: Management and coordination with third-party environmental consultants supporting MGP site investigation, remediation, and monitoring
	Development of work plans for site investigations, risk characterizations, remedial action plans, remedy

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<u>060-HSE: Environmental Field Support</u>

TSA ID:	060-HSE
Service:	Environmental Field Support
Detail:	 If requested, National Grid will continue to provide the Company with environmental management consulting services related to: Site investigations Environmental complaint investigation and management, including remediation of environmental non-compliance findings and 3rd party property damage in resource areas Avian protection including avian mortality and incident tracking, required reporting, and interface with the regulatory agencies. Air emissions management and reporting Pollution prevention If contracts have been moved to Company, Company will manage activities primarily provided through contractors. If contracts have not been moved to Company, National Grid will assist the Company with management of the following activities: Property due diligence, including All Appropriate Inquiries (AAI), Phase I and Phase II Environmental Assessments Solid and hazardous waste management including but not limited to, proper chain of custody and management of contaminated fill/soils Water and wetlands protection including operations and maintenance related to natural resource mitigation sites, natural resource(s) permits and approvals, environmental studies, and protection of endangered and threatened species Permit application and compliance including contract and management of engineering and environmental contractors performing permit application development and support services Environmental inspection during construction Post-construction stormwater management (PCSM) Regulated storage tank management

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Representative	
Company Service	Manager of Environmental Compliance
Representative	
Seller Service	Director, New England Compliance / Licensing and Permitting / SIR
Fee:	[TBD]
Transition Period:	24 months
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
	Bundled services:
	set forth on this Exhibit A.
	(ECAP) for the applicable service period for such Transition Service
	Company with Environmental Compliance Assurance Program
	requested by the Company. If requested, National Grid will assist the
	agreement, order, decree, and/or agency request; and as reasonably
	minimum frequency as required by law, regulation, permit,
	evaluate compliance with various environmental requirements at a
	to inspection of operating facilities and major construction projects to
	If requested, National Grid will provide consultation services related

061-HSE: Spill Control/Response

TSA ID:	061-HSE
Service:	Spill Planning/Control/Response
Detail:	If contracts have been moved to Company, Company will manage spill planning / control / response activities primarily provided through contractors. If contracts have not been moved to Company, National Grid will manage, develop, update and execute Facility Spill Prevention Control and Countermeasures (SPCC) and other spill contingency plans, manage spill and incident response for the Company, perform and coordinate necessary clean-up activities in the event of a spill, contract with an emergency spill response contractor, and conduct all necessary agency interface and reporting in the event of a reportable release or spill event.Bundled services:• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director, New England Compliance / Licensing and Permitting / SIR
Company Service Representative	Manager of Environmental Compliance

<u>062-HSE: PUC Environmental Filing Support</u>

TSA ID:	062-HSE
Service	PUC Environmental Filing Support
Detail:	 National Grid will provide reasonable assistance to the Company in connection with any PUC proceedings pending as of Deal Close, including assistance with preparing written reports and/or information for testimony and assisting with the preparation of required filings. <i>Bundled services:</i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service	
Representative	Director, New England Compliance / Licensing and Permitting / SIR
Company Service	Manager of Environmental Compliance
Representative	

<u>063-HSE: Licenses, permits and orders</u>

TSA ID:	063-HSE
Service:	Environmental Licenses, Permits and Orders
Detail:	If requested, National Grid will provide consulting services to the Company for services relevant to the Company's compliance with existing local, state, and federal environmental licenses, permits, agreements, decrees and orders, including the renewal of licenses and permits.
	National Grid 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.
	If contracts have been moved to Company, Company will manage licensing and permitting activities primarily provided through contractors. If contracts have not been moved to Company, National Grid will continue to provide local, state, and federal permitting and licensing activities required by the Company related to existing operations (in particular licensing and permitting for capital projects of the Company, e.g., EPA, RIDEM).
	The Company will be responsible for compliance with all licenses, permits and orders for the Company's business.
	Bundled services:
	• Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director, New England Compliance / Licensing and Permitting / SIR
Company Service Representative	Manager of Environmental Compliance

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064-HSE: Site Security Services

TSA ID:	064-HSE
Service Security	Site Security Services
Detail:	National Grid will support the continued operations of the Company's business under existing security clearance systems and procedures, the restriction of access to Company facilities to authorized individuals, maintaining infrastructure support for video security and card key access. To the extent possible, National Grid will provide site monitoring for the Company's facilities consistent with the support provided prior to Deal Close.
	 Security services will include the provision of the following activities: Provide security control, monitor and log services for sites currently monitored in the Security Control Center Coordinate security communication and response services Provide the Company with access to National Grid's facilities, as requested Provision site security access cards as needed Perform annual critical-site vulnerability inspections Manage contract guard service agreements Provide regulatory activities and audits surrounding monitoring, training, annual maintenance and compliance with respect to latest North American Electric Reliability Corporation (NERC), Pipeline and Hazardous Materials Safety Administration (PHMSA), Chemical Facilities Antiterrorism Standards (CFATS) and other security regulations Control, monitor and log access as per NERC CIP 006 and NERC CIP 14 as applicable
	 Manage, update and issue security services manuals and other written security procedures Respond to security incidents through surveillance, notify the Company's Corporate Security team, and contact law enforcement as applicable

	 Provide training and certifications as needed, including DOT training and certifications required by the Pipeline and Hazardous Materials Safety Administration (PHMSA) Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director of US Physical Security
Company Service Representative	Chief Physical Security Officer

<u>130-HSE: Health Services</u>

TSA ID:	130-HSE: Health Services
Service Security	Health Services
Detail:	 National Grid will assist the Company with its management of health services, including in particular: Drug & Alcohol programs, testing, administration, and compliance, Absence (disability) management, Rhode Island TDI, fitness for duty exams, sick leave calculations, ADA compliance, & case management Occupational injury and illness - individual claims Self-insurance – workers compensation, reports & assessments to state agencies, case management Pre-employment / internal transfers – DOT driver, fit testing (fitness for duty) Annual medical screening and records Well-being – injury prevention, manage athletic trainer network, nutritional well-being, flu shots, wellness policies and programs Employee assistance programs – work/life balance counseling referrals, case management, grief counseling, policies, contracts, and vendor oversight COVID-19 program management – contact tracing, symptom checks, facility access requests, PPE compliance
Transition Period	24 months
Fee:	[TBD]
Seller Service Representative	Director, Health & Wellbeing

Company Service	Manager, Health Services
Representative	

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<u>131-HSE: Safety Policy & Programs</u>

TSA ID:	131-HSE: Safety Policy & Programs
Service Security	Safety Policy & Programs
Detail:	 If requested, National Grid will assist the Company with its management of HSE policy and programs by providing consultation for the following activities: Safety governance structure and processes Key safety initiatives Industrial hygiene (IH), including informing on current IH monitoring activities or studies Safety training and driving training program and materials Risk register and compliance requirements, Safety management system (ISO 45001 assessment) External safety public awareness Benchmarking (data management and processes) and safety culture survey process Oversight to DOT compliance requirements for licensing monitoring, Driver Qualification Profile (DQP) Manage and maintain essential PPE catalogue Safety Policy and Procedures Management, including maintenance of the Safety Handbook Material Data Sheet management Safety Communication processes Maintain data and administration of HSE related systems, such as Incident Management System (IMS) processing and reporting Contractor safety services, including the management of ISNetworld services Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway

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Transition Period	24 months
Fee:	[TBD]
Seller Service	Director, Policy & Programs
Representative	
Company Service	Manager, Safety
Representative	

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For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are co-terminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

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¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

SERVICE DESCRIPTIONS - REGULATORY (THE NARRAGANSETT ELECTRIC COMPANY)

065-REG: REGULATORY SUPPORT – GENERAL	3
066-REG: REGULATORY SUPPORT – REPORTING AND FILINGS – ELECTRIC &	
GAS DISTRIBUTION	5
067-REG: REGULATORY SUPPORT – REPORTING AND FILINGS –	
TRANSMISSION	7
136-REG: REGULATORY SUPPORT – NEW ENGLAND POWER COMPANY	
SERVICES ON BEHALF OF NECO – TRANSMISSION	9
137-REG: REGULATORY SUPPORT – STAKEHOLDER GROUP PARTICIPATION	_
TRANSMISSION	11

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<u>065-REG: Regulatory support – General</u>

TSA ID:	065-REG
Service:	Regulatory Support - General
Detail:	 National Grid 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 National Grid's regulatory representation of the Company. If requested by the Company, National Grid shall provide regulatory support services including: Tariff development, maintenance, and administration Assisting with responses to inquiries / information requests from regulators Consulting generally on regulatory issues
	 In connection, National Grid shall also support the Company in proceedings, technical sessions, or working group meetings, before the RIPUC (Rhode Island Public Utilities Commission), RI Division or OER (Office of Energy Resources), NEPOOL, ISO-NE, and FERC. If requested by the Company, National Grid's regulatory representatives shall participate with the Company's regulatory
	representatives on conference calls and at meetings with regulators. Should the Company request National Grid to represent it at a regulatory meeting or call, National Grid's regulatory personnel will coordinate with the Company with regard to the positions to be taken and the decision and/or votes to be made on behalf of the Company. For the avoidance of doubt, whilst National Grid may take certain positions and vote on behalf of the Company, any such positions and votes will be pre- determined by the Company, who will make its regulatory representatives available to attend such meetings or calls with National Grid. Any Seller's employee representing the Company in any regulatory meeting will clearly identify themselves as representing the Company. National Grid's employees providing regulatory support shall take any action that may be necessary or appropriate from time to time to avoid actual or apparent conflicts
	appropriate from time to time to avoid actual or apparent conflicts of interest. <u>Bundled Services</u> : Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

Transition Period:	12 months
Fee:	[TBD]
Seller Service	Vice President Regulation and Pricing, New England
Representative	
Company Service	Director, Regulatory Affairs
Representative	Director, Distribution Asset Management and Engineering

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<u>066-REG: Regulatory Support – Reporting and Filings – Electric & Gas</u> <u>Distribution</u>

TSA ID:	066-REG
Service:	Regulatory Support – Reporting and Filings – Electric & Gas Distribution
Detail:	If requested by the Company, National Grid will provide consultation regarding prior Company base rate cases and settlements that are the basis for current cost recovery embedded in base rates. National Grid will not be responsible for preparation of any general base rate case, advanced metering or grid modernization filings including, but not limited to, revenue requirements, allocated costs of service and rate design, rate tariffs or testimony. The Seller may provide support for these filings as outlined below.
	Prior to Completion, the parties shall develop a list of the filings that the Company may require assistance from National Grid in preparing. Seller's assistance will consist of the same services that National Grid had provided prior to Closing in support of those agreed filings/reports; provided, however, the Company will be fully accountable for filing all required reports or filings following the Closing. As long as National Grid is maintaining the underlying/supporting data, National Grid will assist with the preparation of and support agreed filings/reports that require such data. For reports or filings filed annually or semi-annually, National Grid may be requested to provide advice and consultation in support of the Company's first filing in each category after Closing. For reports or filings made quarterly, monthly or on an ad hoc basis, National Grid may be requested to provide advice and consultation in support of those filings or reports for the first twelve months after Closing. In all cases, the Company will provide National Grid with 60 days' notice of the request to National Grid will not testify to any filings that it has not prepared in full. National Grid will not be required to provide support for any type of filing it has not prepared and filed prior to Closing. In addition to filings/reports, and except as otherwise stated above, National Grid will continue to provide support services for dockets, which are pending or under appeal at the time of Closing and for which Seller made the initial filing prior to Closing; provided, however, the Company will be fully accountable for those dockets following the Closing.

	In addition, National Grid shall make its personnel reasonably available to provide consulting services, at the Company's request, in support of reports or filings of the Company required by any local, state, and federal authorities or regulators for the transition period. The consulting services will be limited to reports or filings that National Grid would have supported if National Grid still owned the Company. <u>Bundled Services</u> : Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	12 months
Fee:	[TBD]
Seller Service	Vice President Regulation and Pricing, New England
Representative	
Company Service	Director, Regulatory Affairs
Representative	

067-REG: Regulatory Support – Reporting and Filings – Transmission

TSA ID:	067-REG
Service:	Regulatory Support – Reporting and Filings – Transmission
Detail:	If requested by the Company, National Grid will provide consultation regarding prior Company transmission formula rate filings and FERC proceedings. National Grid will not be responsible for preparation of any general base rate case, new formula rate files, or new intercompany transmission / distribution arrangements for the Company including but not limited to, revenue requirements, allocated costs of service and rate design, rate tariffs or testimony.
	Prior to Completion, the parties shall develop a list of the filings that the Company may require assistance from National Grid in preparing. As long as National Grid is maintaining the underlying/supporting data, National Grid will assist with the preparation of and support agreed filings/reports that require such data. For reports or filings filed annually or semi-annually, National Grid may be requested to prepare the first filing in each category after Closing, after which National Grid's support shall consist of advice and consultation in support of the Company's filing of such report or filing. For reports or filings made quarterly, monthly or on an ad hoc basis, National Grid may be requested to prepare those filings or reports for the first six months. In all cases, the Company will provide National Grid with 60 days' notice of the request to National Grid to prepare filings. National Grid will not testify to any filings that it has not prepared in full. National Grid will not be required to prepare any type of filing it has not prepared and filed prior to Closing.
	 In addition, National Grid shall make its personnel reasonably available to provide consulting services, at the Company's request, in support of reports or filings of the Company required by any local, state, and federal authorities or regulators for the transition period. The consulting services will be limited to reports or filings that National Grid would have supported if National Grid still owned the Company's electric transmission assets. <u>Bundled Services</u>: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

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Transition Period:	12 months
Fee:	[TBD]
Seller Service	Vice President Regulation and Pricing, New England
Representative	
Company Service	Director, Regulatory Affairs
Representative	Manager, PJM and Federal Regulatory Affairs

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<u>136-REG: Regulatory Support – New England Power Company Services on Behalf</u> <u>of NECO – Transmission</u>

TSA ID:	136-REG
Service:	Regulatory Support – New England Power Company Services on Behalf of NECO – Transmission
Detail:	Prior to the FERC approved effective date of applicable new FERC jurisdictional tariffs and agreements of the Company related to NECO's transmission assets, National Grid's affiliate, New England Power Company (NEP), will continue to provide services to NECO pursuant to all effective FERC jurisdictional tariffs and agreements of NEP and NECO including, but not limited to, the Integrated Facilities Agreement in NEP Tariff No. 1. Prior to the effective date of applicable new FERC jurisdictional tariffs and agreements of the Company related to NECO, National Grid's regulatory personnel will coordinate with the Company with regard to all regulatory filings and decisions related to all effective FERC jurisdictional tariffs and agreements that relate to NECO, but National Grid shall retain the right to make the final determination on all regulatory decisions regarding those tariffs and agreements so long as NECO's right to receive reimbursement received under the IFA is not diminished.
	After the FERC approved effective date of applicable FERC jurisdictional tariffs and agreements of the Company related to NECO's transmission assets, National Grid and the Company will coordinate and cooperate with each other with respect to any data, information, or efforts required to rebill/adjust formula rates as needed as a result of any regulatory order impacting historical transmission rates charged under IFA and/or OATT Tariffs. Otherwise, National Grid will have no obligation to make any regulatory decisions or filings related to the new FERC jurisdictional tariffs and agreements of the Company.
	Prior to the FERC approved effective date, the parties shall develop a list of all existing FERC jurisdictional tariffs and agreements that relate to NECO.
	 <u>Bundled Services</u>: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

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Transition Period:	12 months
Fee:	[TBD]
Seller Service	Vice President Regulation and Pricing, New England
Representative	
Company Service	Director, Regulatory Affairs
Representative	Manager, PJM and Federal Regulatory Affairs

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137-REG: Regulatory Support – Stakeholder Group Participation – Transmission

TSA ID:	137-REG	
Service:	Regulatory Support – Stakeholder Group Participation –	
	Transmission	
Detail:	Prior to the Closing of applicable new FERC jurisdictional tariffs and agreements of the Company related to NECO's transmission assets, National Grid will continue to participate in Transmission-related stakeholder groups. National Grid'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, but National Grid shall retain the right to make the final determination on votes to be made on behalf of the Company. Prior to the FERC approved effective date of applicable new FERC jurisdictional tariffs and agreements of the Company related to NECO, National Grid will participate in, and will have authority to vote on behalf of Seller and the Company, in the following stakeholder groups:	
	 NEPOOL Markets Committee; NEPOOL Transmission Committee; NEPOOL Reliability Committee; NEPOOL Participants Committee; ISO New England Planning Advisory Committee 	
	After the FERC approved effective date of applicable FERC jurisdictional tariffs and agreements of the Company related to NECO's transmission assets, National Grid will not represent or vote for the Company at the above-referenced stakeholder groups.	
	Prior to FERC approval of applicable tariffs and agreements, the parties shall develop a list of the stakeholder groups in which the Company will assume participation from National Grid.	
	 <u>Bundled Services</u>: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway. 	
Transition Period:	12months	
Fee:	[TBD]	
Seller Service Representative	Vice President Regulation and Pricing, New England	
Company Service	Director, Regulatory Affairs	

This Exhibit A to the draft Transition Services Agreement ("TSA") has been prepared by National Grid USA ("National Grid") for the exclusive use of the party to whom National Grid delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and National Grid (the "Agreement")¹, National Grid does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of National Grid.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. National Grid expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and National Grid has no obligation to update such information, including in the event that such information becomes inaccurate.

This Exhibit A to the draft Transition Services Agreement has been prepared solely for informational purposes only. The Recipient should consult its own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and by accepting this presentation, the Recipient confirms that it is not relying upon the information contained herein to make any decision. This Exhibit A to the draft Transition Services Agreement does not purport to be all-inclusive or to contain all of the information that the Recipient may require.

For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to "bundle" services where required for operational purposes, e.g., where services are coterminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

This Exhibit A to the draft Transition Services Agreement contains material, non-public information concerning National Grid and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among National Grid, National Grid plc and PPL Corporation. The Recipient acknowledges that National Grid considers this document and all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

¹ Following execution of the Agreement, PPL Energy Holdings, LLC assigned its right to acquire The Narragansett Electric Company to its wholly owned subsidiary, PPL Rhode Island, LLC, pursuant to an Assignment and Assumption Agreement.

<u>SERVICE DESCRIPTIONS – SUPPLY CHAIN MANAGEMENT (THE</u> <u>NARRAGANSETT ELECTRIC COMPANY)</u>

068-SC: STRATEGIC PROCUREMENT	3
069-SC: INVENTORY MANAGEMENT	4
127-SC: WAREHOUSE MANAGEMENT	5

TSA ID:	068-SC	
Service:	Strategic Procurement	
Detail:	 National Grid will provide the following procurement services to the Company: Assistance to the Company in its efforts to procure continued service by the counterparties under existing contracts in the name of Narragansett pursuant to which services have been provided to Narragansett and which services are considered key to the continuity and risk management of Narragansett. For supplier contracts that provide goods and services that are otherwise used in the support or maintenance of Narragansett and other facilities operated by National Grid or any of its Affiliates, National Grid will employ reasonable efforts to maintain in effect such supplier contracts that have not been separated/ replicated by Day 1. On a "best-efforts" basis, National Grid will provide limited ad hoc procurement reporting related to the Company required by the Company to support existing business activities as requested. Service exclusions: Facilitation and/ or support of sourcing events Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway. 	
Transition Period:	24 months	
Fee:	[TBD]	
Seller Service Representative:	Director, Global Procurement Strategy	
Company Service Representative:	Director, Supply Chain	

TSA ID:	069-SC
Service:	Inventory Management
Detail:	 National Grid will provide the following Inventory Management services to the Company: Analysis of material requirements and ordering of such materials in line with demand Maintenance of master data in the ERP system (SAP) associated with the Company's inventory Advising the Company on material range and master data set up including maximum and minimum levels, stock levels and lead times Service Exclusions: Inventory management for non-stock material items required for gas and electric operations projects Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative:	Director, New England Logistics
Company Service Representative:	Manager, Operations Services

<u>127-SC:</u>	Warehouse	<u>Management</u>

TSA ID:	127-SC
Service:	Warehouse Management
Service: Detail:	 Warehouse Management National Grid will provide the following Warehouse Management services to the Company: Storage of material at the Seller's warehouse according to the Seller's procedures, including maintaining an inventory of the stock held for the Company and verification of this via cycle counts Provision of outbound logistics from New England Distribution Center to existing freebin locations to replenish stock material levels consistent with current service levels and within current standard operating hours Provision of inbound and outbound logistics for pre-capitalized transformers Inventory recovery services including re-sale as requested by the Company Provision of freebin handheld devices and related software
	 Service Exclusion: Gas and electric operations quality control checks IT support services for freebin devices Bundled services: Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.
Transition Period:	24 months
Fee:	[TBD]
Seller Service Representative:	Director, New England Logistics
Company Service Representative:	Manager, Operations Services

This Transitional Service Agreement ('TSA') has been prepared by National Grid USA (the "Company") for the exclusive use of the party to whom the Company delivers this document (the "Recipient"). Except as expressly set forth in the Share Purchase Agreement, dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, PPL Corporation and the Company, the Company does not make any representation or warranty, either express or implied, as to the accuracy, completeness or reliability of the information contained in this document. Any estimates or projections contained in this document as to events that may occur in the future are based upon the reasonable judgment of the Company.

Nothing contained herein is, or shall be relied upon as, a promise or representation as to the past or future. The Company expressly disclaims any and all liability relating to or resulting from the use of this document. In addition, the information contained in this document is as of the date hereof, and the Company has no obligation to update such information, including in the event that such information becomes inaccurate. *This Transitional Service Agreement has been prepared solely for informational purposes* only. The Recipient should consult its own counsel and tax and financial advisors as to legal and related matters concerning the matters described herein, and by accepting this presentation, the Recipient confirms that it is not relying upon the information contained herein to make any decision. This Transitional Service Agreement does not purport to be all-inclusive or to contain all of the information that the Recipient may require. For the purposes of this draft, TSA services are presented as individually stand-alone. In practice it will be necessary to 'bundle' services where required for operational purposes e.g. where services are co-terminus. Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway. This Transitional Service Agreement contains material, non-public information concerning the Company and is subject to the Letter of Confidentiality Undertaking, dated as of January 12, 2021, by and among the Company, National Grid plc and PPL *Corporation. The Recipient acknowledges that the Company considers this document and* all information contained herein to include confidential, sensitive and proprietary information and agrees that it shall use reasonable precautions in accordance with its established procedures to keep the document and all information contained herein confidential and shall not use any such information for any purpose other than for the purposes presented.

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 the dates and or terms states within this schedule represent the end 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 may be 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 where reasonably practicable.

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 the Seller's cyber-security policies applicable to its receipt of the Services.

Service: IT - 1	Business Application Services
Service: IT - 1 Detail:	 The Seller shall provide support for the Seller's critical commercial, operational, 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: <u>Back Office Systems</u>. Support for back-office applications, including: Accounting, Purchasing, Finance, Budgeting and Human Resources. <u>Front Office Systems</u>. Support for the front office systems, including but not limited to: Asset Management, GIS, Work Management & Scheduling, Field Operations, Meter Data Systems.
	 <u>Customer Systems</u>. Support for Customer related systems including: Customer Information, CRM, Contact/Call Centers. <u>Other Systems</u>. Support for the "specialized" systems used by the Seller that support the Company's assets, including: CADD, Business Intelligence, specialized Business & Engineering applications.
	 Seller will provide the following additional Business Application Support Services: Support Business Applications, for Seller IT Managed Applications and Infrastructure, by providing Application Management Services, which includes: Event Management Incident Management Problem Management Release Management Change Management Release Management Preventative Maintenance (Maintenance windows will be established by Seller and coordinated with Company to ensure proper business continuity) Corrective Maintenance (Maintenance windows will be established by Seller) Application Monitoring Application Scheduling Application Testing Application Availability Management Data Management

Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 2	Service Desk and Service Management Integration Services
Service: IT - 2 Detail:	 Seller will provide the following Service Desk and Service Management Integration Services: 1. Service Desk: Provide support and user administration functions through the Service Desk. Collect information about and report on the status of events, incidents, and problems. Maintain a repository of knowledge regarding the IT environment to maximize the number of Events that can be handled by the Service Desk without delay or assistance. Operate the Service Desk on a 24x7x365 basis Provide Service Desk Services, including: Event Management Incident Management Problem Management Change Management 2. Service Integration and Management Services; Provide Service Integration and Management Services,
	 including: Event Management Incident Management Problem Management Reporting Services Report Gauss Analysis
T :: D : 1	Root Cause Analysis
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service Representative	Michelle McNaught

Company Service	
Representative	

Service: IT - 3	Collaboration Services (E-Mail) Dependent upon Day 1 strategy
Detail:	 Email services for Company Employees will be transitioned as of the commencement of the Transition Period. 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, retention/restore period to be determined. The Seller shall also route email messages to the Company for an agreed upon period following Close.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 4	Data Center Services
Detail:	 The Company will provide the following Data Center Services: Support the data center computing infrastructure for the Business Applications Provide the existing environment to support the availability and performance of installed assets Manage floor space within the data center. Provide Data Center Services, on a 24x7x365 basis, including: Event Management Incident Management Problem Management Systems Administration and Monitoring Production Control and Scheduling Tape Management Capacity Management Data Center Provisioning Physical Access Security IT Business Continuity Disaster Recovery Availability Management Configuration and Asset Management Capacity Management

Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 5	Client Services
Detail:	 The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including: Installation of software packages, computer setup, antivirus, and coordination for network and hardware support Desktop and Laptop PC's: Support for the desktop and laptop PC's currently in use at the Company to access and operate Seller's applications. 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, Automatic Vehicle Location Systems (AVLS) devices, cellular modems. Truck-mounted Mobile Field Equipment: Support and maintain truck-mounted field equipment required to access and operate the Seller's application systems used by the Company. Printers, Copiers & Fax's. Support for printers, copiers and FAX machines currently installed at the Company.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 6	Commercial Services
Detail:	 The Seller shall continue to maintain contract and license support, ensure contracts do not expire, pay invoices, and procure hardware and software as necessary to sustain, and potentially enhance, operations. In addition, the Seller shall: 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. Ensure hardware maintenance contracts are in place for the duration of the TSA period.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 7	Infrastructure Services
Detail:	 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: File Servers - Support and maintain the File Servers currently used by the Company. Application/Platform Servers - Support and maintain the servers currently used by the Company. Mainframe - Support and maintain the mainframe environment currently used by the Company. Storage - Support and maintain the storage hardware currently used by the Company. 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.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement

Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 8	Networking Support
Detail:	 The Seller shall continue to provide the following network management services to the Company: <u>Business Internet Protocol (IP) Networks</u>. Support for the currently installed IP intranet (Seller internal) network, including all network hardware currently installed at the Company. <u>Energy Management System (EMS) and Outage Management System (OMS) IP Networks</u>. Support for the currently installed IP networks that are used for the Electric and Gas Energy Management Systems at the Company. <u>Desk Phones and PBX (Phone System)</u>. Support for the currently installed PBX and telecom circuits that are used at Electric and Gas Energy Management Systems at the Company. <u>Wireless Phones and Data Ports</u>. Support the cellular phones and wireless data ports (aircards) currently in use at the Company. 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.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	
Representative	
Company Service Representative	

Service: IT - 9	IT Energy Management Systems (EMS) –
	Supervisory Control and Data Acquisition (SCADA) Systems
Detail:	The Seller shall continue to provide the following EMS/GMS
	services to the Company:
	• <u>Electric EMS-SCADA System</u> . Support for the currently installed ABB SPIDER (tr) Electric SCADA/EMS hardware and software that are needed to monitor and control the Company's distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions.
	• <u>Gas GMS-SCADA System</u> . Support for the currently installed Telvent Gas SCADA/GMS hardware and software that are needed to monitor and control the Company's gas distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions.
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

Service: IT - 10	Security Services			
Detail:	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 and physical security requirements.			
	 Cyber Security Services may include: Platform Security Network Security Data protection, Vulnerability Management Identity and Access Management Cyber Incident Response 			
	 2. Physical Security includes: Physical Asset Protection Services Physical Security Operations Center 			

	People Protection				
Transition Period:	24 months				
Fee:	As per the terms of the Master Agreement				
Seller Service	Michelle McNaught				
Representative					
Company Service					
Representative					

Service: IT - 11	Emergency Response Services			
Detail:	 Emergency Response Services Seller will provide the following Emergency Response Services: Support the coordination and execution of the IT emergency response plan (SCIP), as it relates to the Business Applications, in the event of storm restoration and any other business emergency event that requires IT support. In the event of a storm, Application Management and Infrastructure support teams that support the Business Applications will operate in a heightened state of awareness and will have storm restoration teams on stand-by. Provide for desktop support services, including: Set up, test, and support existing substation laptops and storm room equipment Provide on-site desktop support at field locations as appropriate Provide desktop resources at a level consistent with resource levels utilized during previous storms (In the event of a storm that affects both Seller and Company, both companies will collaborate to agree on appropriate resource sharing.) To clarify, Seller Grid is not responsible for: Development, implementation, and execution of Company's Emergency Response Plan 			
Transition Period:	24 months			
Fee:	As per the terms of the Master Agreement			
Seller Service	Michelle McNaught			
Representative				
Company Service				
Representative				

Service: IT - 12	Exit and Migration Services				
Detail:	 Seller will provide the following Non-ERP Exit and Migration Services during the term of the TSA schedule: 1. Participate as required in the Company Transition Project 				
	Governance Process to facilitate Company's exit from the Seller systems				
	 Perform knowledge transfer, as it relates to the Business Applications managed by Seller IT 				
	3. Consult and support in the migration of systems managed by Seller IT. Services will include, as needed:				
	• Support application troubleshooting when transitioned as architected				
	• Provide data extracts in existing file format, including flat file formatting, field mapping, logical/physical schemas, data dictionaries, and meta-data repositories, where it exists				
	 Provide available and non-proprietary system documentation, and where documentation is not available collaborate with Company on reasonable basic documentation (e.g., basic system drawings, configuration description, test documentation) 				
	5. Identify a migration work stream point of contact or vendor contact, and to the extent reasonably available provide reasonable access to personnel familiar with the applicable Business Applications and related infrastructure (In prioritizing the availability of personnel described above, Seller production issues will take priority over project schedules.)				
	 Notify Company of any changes to the work stream point of contact 				
Transition Period:	24 months				
Fee:	As per the terms of the Master Agreement				

Seller Service	Michelle McNaught
Representative	
Company Service	
Representative	

National Grid USA and The Narragansett Electric Company Division 7-37

Request:

On page 14 and 15 of Mr. Sobolewski's testimony, he states National Grid will help PPL continue to advance uninterrupted ongoing initiatives, projects, and dockets in Rhode Island that are underway as of the closing of the Transaction. Provide a detailed list of each of these contemplated initiatives, projects and dockets. Provide a detailed explanation of how National Grid will assure these initiatives will be advanced uninterrupted and each provide National Grid employee and their title that will be assigned to assure these initiatives continue moving forward.

Response:

Subject to Rhode Island Division of Public Utilities and Carriers' approval, PPL Corporation ("PPL") will take on the accountability for the decisions as to which contemplated initiatives, projects, and dockets they will continue. National Grid USA will ensure that a full knowledge transfer occurs between the two companies prior to close to ensure that PPL has a full understanding of the position of each initiative, project, and docket. Please note that there will be strong retention of institutional knowledge within The Narragansett Electric Company ("Narragansett") business because many employees will convey from National Grid USA and Narragansett to PPL at the closing of PPL Rhode Island Holdings, LLC's acquisition of Narragansett from National Grid USA (the "Transaction").

Additionally, it is anticipated that National Grid USA Service Company, Inc. will continue to provide regulatory support to PPL for a period of 12 months following the closing of the Transaction in accordance with the Transition Services Agreement ("TSA") and the Day 1 planning. Please see Attachment NG-DIV 7-36-2-13 for a copy of the draft indicative Regulatory TSA schedule. As discussed in National Grid USA and Narragansett's response to Data Request Division 7-36, the TSA schedules are still undergoing further review, refinement, and finalization and, therefore, the regulatory support services are subject to change.

This response supplements National Grid USA and Narragansett's response to Data Request Division 2-25.

National Grid USA and The Narragansett Electric Company Division 7-38

Request:

On page 15 of Mr. Sobolewski's testimony, he states National Grid and PPL are taking a deliberate and programmatic approach to transitioning the various functional areas of the Narragansett business. Identify each functional area being transitioned, and describe in detail the programmatic approach.

Response:

Please see National Grid USA and The Narragansett Electric Company's ("Narragansett") response to Data Request Division 7-36 for a list of the functional areas being transitioned to PPL Corporation ("PPL"). National Grid USA's Transition Management Office has organized each functional area to optimally deliver separation activities. Specifically, each functional area is assigned a responsible lead who is accountable for ensuring the program is ready for separation. All functional areas are also working on the Day 1 planning processes, which include identifying and documenting the processes and activities that National Grid USA will be performing on behalf of PPL as described in a TSA and as PPL takes control of operations. Please see Attachment NG-DIV 7-33-1 for high level plan that National Grid USA is using to manage the transition process.

National Grid USA and The Narragansett Electric Company <u>Division 7-39</u>

Request:

Provide a detailed list of the information and documentation being exchanged between National Grid and PPL as discussed on Page 15 of Mr. Sobolewski's testimony.

Response:

Please see the following list of the types of information and documentation that have been and continue to be exchanged between National Grid USA and PPL Corporation ("PPL") as part of the ongoing Day 1 planning process:

- Details on financial risks and controls, accounting, and reconciliations;
- Regulatory requirements, reports, and filings;
- Documentation for software, systems, facilities, and ongoing projects;
- Environmental, Safety, and Security policies and procedures;
- Billing and customer service details and volumes;
- Employee trainings, and policies and procedures;
- Employee information for employees conveying to PPL;
- Draft Transition Services Agreement schedules and indicative pricing.
- Gas operations information, including, for example, regulatory reports, operator qualifications, job descriptions, community sponsorships reports, public safety related activities, and technical training materials; and
- Electric operations information, including, for example, fiber assets, electric system single line diagrams covering transmission, sub-transmission and distribution circuits, interconnection requests, and asset management documents.

Additionally, National Grid USA and The Narragansett Electric Company ("Narragansett"), and PPL and PPL Rhode Island Holdings, LLC, have provided detailed documentation related to the

condition of the Narragansett gas and electric distribution systems shared during the due diligence process in each of their responses to Data Request Division 1-36.

National Grid USA and The Narragansett Electric Company <u>Division 7-40</u>

Request:

Provide a detailed list of functional areas that can safely and efficiently be transferred to PPL on Day 1 as discussed on Page 15 of Mr. Sobolewski's testimony.

Response:

Please see National Grid USA and The Narragansett Electric Company's response to Data Request Division 7-36 for a detailed list of the functional areas that can safely and efficiently be transferred to PPL Corporation on Day 1.

National Grid USA and The Narragansett Electric Company <u>Division 7-41</u>

Request:

Provide a copy of the PPL operating model discussed on page 17 of Mr. Sobolewski's testimony.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-41.

National Grid USA and The Narragansett Electric Company <u>Division 7-42</u>

Request:

Provide all documents that compare in detail PPL's proposed electric utility operational model in Rhode Island with National Grid's current operational model. Please include all documents that delineate functions and/or infrastructure that are the same as National Grid, that are in addition to National Grid, or that will be less than National Grid currently provides.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-42.

National Grid USA and The Narragansett Electric Company Division 7-43

Request:

Referencing the response to DIV 1-54 (c), PPL states that "[c]ertain functions that are currently provided by National Grid that are planned to be created in Rhode Island are Customer Contact and back office functions, Electric dispatch and control room operations, gas control and dispatch functions, gas and electric training operations and miscellaneous service company functions." PPL further states in DIV 1-54(d) that "[i]f the Transaction is approved, PPL expect to submit plans for approval that increases the amount of infrastructure investments in Rhode Island, which will have a direct impact on the Rhode Island economy through direct and indirect purchases, use of contractors and service providers. In addition, PPL plans to create certain functions in Rhode Island that will require investments in facilities, construction, professional services and purchases (see item c. above)."

- a. Please provide details on the proposed infrastructure and cost, correlating the planned investment to the follow-up response to DIV 1-54(c). How will PPL fund the proposed infrastructure? Does PPL intend to recover the cost of the infrastructure in Rhode Island rates? If PPL has not identified the proposed infrastructure or cost, and cannot quantify the economic benefits that PPL asserts will occur in Rhode Island, how can PPL guarantee that Rhode Island ratepayers will not incur incremental costs for infrastructure without receiving commensurate benefits?
- b. Regarding Customer Contact and back office functions, electric dispatch and control room operations, gas control and dispatch functions, gas and electric training operations and service company functions, please:
 - i. Explain what functions are currently located in Rhode Island under National Grid's ownership;
 - ii. State whether any function located in Rhode Island is designed to serve the full needs of all Rhode Island customers; and
 - iii. State whether PPL has plans to create or expand any of the functions in Rhode Island in order to serve Rhode Island customers exclusively. If the answer is yes, please provide details on the plans including timing and proposed cost.

Response:

a. PPL Corporation ("PPL") and PPL Rhode Island Holdings, LLC ("PPL Rhode Island") have responded to part (a) of this request in their response to Data Request Division 7-43.

b.

i. through iii.

The table below provides a summary of each function that serves Rhode Island, including details on:

- 1. where the function is currently located;
- 2. whether the function is located in Rhode Island;
- 3. whether the facilities related to the function located in Rhode Island are designed to serve the full needs of all Rhode Island customers; and
- 4. the location plan for Day 1 under PPL ownership.

Function	Current Location(s)	Currently Located in RI?	Are facilities related to function located in RI designed to serve full needs of all RI Customers?	Day 1 Plan
Customer Contact				Operate in Northborough, MA under a TSA
				while PPL develops its own Contact Center
	Northborough, MA	No	No	for RI.
Back Office Functions	MA; RI; NY	Partial	Partial	Operate across several locations under a TSA
Electric Dispatch			Yes. Lincoln, RI backup control room is	
	Primary -		designed to serve full needs of RI	Distribution Control Center - RI PPL
	Northborough, MA;	Partial	customers if Northborough, MA is not	employees will do dispatching and
	Backup - Lincoln, RI	Backup - Lincoln, RI	available.	distribution switching from Lincoln, RI
Electric Control	Primary - Northborough, MA; Backup - Lincoln, RI	Partial Backup - Lincoln, RI	Yes. Lincoln, RI backup control room is designed to serve full needs of RI customers if Northborough, MA is not available.	Control Center. Transmission Control Center - TCC in Northborough, MA will continue to do the transmission security analysis and switching for RI under a TSA until PPL is ready to take over the responsibility.
Gas Dispatch (including CMS				Operate in RI, site TBD. Managed by RI PPL
Electric)	Northborough, MA	No	No	employees and fully serving RI.
Gas Control	Northborough, MA	No	No	Operate in Northborough, MA under a TSA
Gas Training		Primarily Millbury, MA.		Operate across several locations under a
	Millbury, MA; RI	Partially in RI	Partial	2-year TSA. Primarily Millbury, MA to start.
Electric Training		Primarily Millbury, MA.		Operate across several locations under a
	Millbury, MA; RI	Partially in RI	Partial	2-year TSA. Primarily Millbury, MA to start.
Service Company	MA; RI; NY	Partial	Partial	Operate across several locations under a TSA

Please also see PPL and PPL Rhode Island's response to part (b)(iii) of this request in their response to Data Request Division 7-43.

National Grid USA and The Narragansett Electric Company Division 7-44

Request:

Regarding the separation and reintegration of electric distribution facilities that serve customers across National Grid's Rhode Island and Massachusetts jurisdictions, National Grid states that "[i]t is expected that these facilities will remain the same immediately following completion of the transaction." Please explain in detail how National Grid currently operates and allocates costs regarding distribution facilities located in Rhode Island that serve Massachusetts Electric Company customers in Massachusetts, and distribution facilities located in Massachusetts that serve the Narragansett Electric Company customers in Rhode Island. The response should detail items including (but not limited to) wholesale power supply, customer billing, operations, maintenance, and storm restoration costs. Describe how each function will be managed on Day 1 if the facilities remain the same but are under PPL ownership.

Response:

The Narragansett Electric Company ("Narragansett") owns and operates distribution facilities that serve Massachusetts Electric Company ("Massachusetts Electric") customers located in Massachusetts. Massachusetts Electric owns and operates distribution facilities that serve Narragansett customers located in Rhode Island. These facilities are operated by the respective National Grid USA utility in accordance with good utility practice and in the same manner that each utility operates all its other distribution facilities within each of its respective service territories. This includes wholesale power supply, customer billing, operations, maintenance, and storm restoration costs. With respect to the distribution facilities of Narragansett that serve customers of Massachusetts Electric, under this type of service arrangement, Narragansett is making a "sale for resale" to Massachusetts Electric. The retail customers in Massachusetts are end-use customers of Massachusetts Electric.

The costs associated with Narragansett's distribution facilities serving Massachusetts Electric customers are not separately allocated from the overall distribution costs of Narragansett. The rates Narragansett charges Massachusetts Electric as a result of the "sale for resale" or borderline service, Narragansett provides to Massachusetts Electric through the use of Narragansett's distribution facilities are the delivery service rates approved by the Rhode Island Public Utilities Commission ("PUC"), and therefore include all the components of Operations and Maintenance ("O&M") and Administrative and General ("A&G") costs included in Narragansett's approved distribution cost of service, as well as other filings submitted before the PUC for their approval. Similarly, the costs associated with Massachusetts Electric's distribution facilities serving Narragansett's customers as a result of the "sale for resale" or borderline service that Massachusetts Electric provides Narragansett are not separately allocated from the overall

distribution costs of Massachusetts Electric. The rates Massachusetts Electric charges to Narragansett for using Massachusetts Electric's distribution facilities for borderline service are the distribution rates approved by the Massachusetts Department of Public Utilities ("DPU"). Therefore, such rates include all the components of O&M and A&G costs included in Massachusetts Electric's approved distribution cost of service, as well as other rates for delivery service approved by the DPU through other filings submitted before the DPU by Massachusetts Electric.

Please refer to PPL Corporation ("PPL") and PPL Rhode Island Holdings, LLC's response to Data Request Division 7-44 for a description of how each function will be managed on Day 1 if the facilities remain the same but are under PPL ownership.

National Grid USA and The Narragansett Electric Company Division 7-45

Request:

Referencing PPL's responses to DIV 2-8 and 2-47, please provide copies of grid modernization plans developed by PPL that demonstrate PPL's overall strategic investments and roadmap. Identify:

- a. which portions of those plans have been implemented and provide the associated cost; and
- b. which portions of those plans are anticipated to be implemented in the future and provide the anticipated cost and the recovery mechanism.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-45.

National Grid USA and The Narragansett Electric Company <u>Division 7-46</u>

Request:

Referencing PPL's response to DIV 2-38, please provide a detailed cost estimate for all transaction and transition costs that will be part of PPL revenue requirement and incorporated into the retail rates.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-46.

National Grid USA and The Narragansett Electric Company <u>Division 7-47</u>

Request:

Referencing PPL's response to DIV 2-43, provide all documents that demonstrate PPL can produce a Long Range Plan and short term studies like the National Grid ISR Plan.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-47.

National Grid USA and The Narragansett Electric Company Division 7-48

Request:

Please provide any studies which PPL completed to support the programs listed in response to DIV 2-8 and any cost benefit analyses performed.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-48.

National Grid USA and The Narragansett Electric Company Division 7-49

Request:

Provide the study (or studies) that supported the AMI deployment as it exists today on the PPL system. State whether AMI is fully deployed on all PPL systems.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-49.

National Grid USA and The Narragansett Electric Company Division 7-50

Request:

Provide an example of a real-time power flow study completed by PPL as referenced in response to DIV 2-48.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-50.

National Grid USA and The Narragansett Electric Company Division 7-51

Request:

Please explain in detail if PPL's ADMS system and FLISR operations are monitored from a single PPL control center or if each state has its own control center. If each state has its own control center, please provide the location of each control center associated with the ADMS and FLISR operations. Additionally, please explain how PPL Rhode Island will be incorporated into this operation.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-51.

National Grid USA and The Narragansett Electric Company Division 7-52

Request:

National Grid has made investments in Rhode Island towards deployment of ADMS, including IT, as part of its pre-approved Grid Modernization Plan. Identify those investments that align with PPL's ADMS system and that PPL intends to utilize in serving Rhode Island customers. For investments that will not be utilized, explain how any stranded assets will be treated. If the Transaction is approved, and if National Grid's investments in AMI and GMP are not fully utilized, explain how costs incurred and recovered, or planned for future recovery, will be reimbursed to Rhode Island ratepayers.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-52.

National Grid USA and The Narragansett Electric Company Division 7-53

Request:

Please provide details on National Grid's investment as of 8/1/2021 for the proposed AMI program. Specify the type of investment and associated costs necessary to prepare and submit the filings, including but not limited to internal resources, engineering, IT, consulting, legal and regulatory. Separately identify any capital and O&M costs incurred for investments related to AMI.

Response:

The Narragansett Electric Company ("Narragansett") filed its proposed Updated Advanced Metering Functionality ("AMF") Business Case on January 21, 2021 in Rhode Island Public Utilities Commission ("PUC") Docket No. 5113. The AMF proceeding has been stayed by PUC Order No. 24089 issued on July 14, 2021.

National Grid USA established specific work orders for external resources (e.g., consultants) who contributed to the development and filing of Narragansett's Updated AMF Business Case. The external costs are separately identified in the table below. For internal resources (e.g., engineering, legal, regulatory), National Grid USA utilized its existing pool of resources to assist with the development of the AMF proposal. A specific time-charging process for those internal resources was not set up to track their AMF work. Instead, the internal teams charged their time to their home cost centers. Effective September 2021, the AMF team began using a Rhode Island-specific work order to track costs, which are separately reflected in the table below. Likewise, the National Grid USA Information Technology ("IT") team separately tracked its initial analysis/refinement of AMF-related IT costs from October 2018 to March 2019. The IT-related costs during that period are also reflected in the table below.

In addition, the Amended Settlement Agreement, approved by the PUC in Docket No. 4770, Article II, C.14.c, authorized Narragansett to recover costs associated with certain grid modernization investments, some of which (i.e., Enterprise Service Bus, Data Lake, Cybersecurity, Telecommunications, and Advanced Data Analytics) provide common foundational capabilities for both Narragansett's AMF and Grid Modernization proposals. A detailed description of the grid modernization investments and the associated costs are included in National Grid USA and Narragansett's response to Data Request Division 7-54.

AMF Investments			
Investment Type	Capital Costs	O&M Costs	Total
AMF Core Team ¹	\$0	\$75,258.03	\$75,258.03
Internal Travel & Expense ²	\$0	\$7,357.14	\$7,357.14
Information Technology (IT) ³	\$0	\$153,000	\$153,000
KL Communications (marketing study)	\$0	\$6,500	\$6,500
Hinckley, Allen & Snyder LLP (outside counsel)	\$0	\$39,671.68 ⁴	\$39,671.68
E3 (consultant)	\$0	\$1,444,863.31	\$1,444,863.31
Accenture (consultant)	\$0	\$844,651.16	\$844,651.16
Total	\$0	\$2,571,301.32	\$2,571,301.32

¹ This reflects work separately tracked by National Grid USA's AMF team beginning in September 2020.

² This cost item reflects internal travel and expenses during the meter/vendor procurement process.

³ This reflects work from October 2018 to March 2019 under INPV 5122A for IT to perform a feasibility analysis study of the AMF program, including an AMF vendor recommendation and revised IT models supporting the RI AMF business case.

⁴ The costs associated with outside counsel reflect the total costs for the Updated AMF Business Case and the Grid Modernization Plan ("GMP") referenced in National Grid USA and Narragansett's response to Data Request Division 7-54. Narragansett did not track outside counsel costs separately for the GMP and the Updated AMF Business Case.

National Grid USA and The Narragansett Electric Company <u>Division 7-54</u>

Request:

Please provide details on National Grid's investment as of 8/1/2021 for the proposed GMP program. Specify the type of investment and associated costs necessary to prepare and submit the filings, including but not limited to internal resources, engineering, IT, consulting, legal and regulatory. Separately identify all capital and O&M costs incurred for investments related to GMP, specifying those that were pre-approved through regulatory proceedings.

Response:

The Narragansett Electric Company ("Narragansett") filed its proposed Grid Modernization Plan ("GMP") on January 21, 2021 in Rhode Island Public Utilities Commission ("PUC") Docket No. 5114. The GMP proceeding has been stayed by PUC Order No. 24089 issued on July 14, 2021.

National Grid USA established specific work orders for certain external resources (e.g., consultants) who contributed to the development and filing of Narragansett's GMP proposal. The external costs are separately identified in the table below. For internal resources (e.g., engineering, legal, regulatory), Narragansett utilized the existing pool of resources to assist with the development of the GMP proposal. National Grid USA did not establish a specific time-charging process for those internal resources to track their GMP work. Instead, the internal teams charged their time to their home cost centers, recoverable in base distribution rates.

External resources

Description	Capital Costs	O&M Costs	Total
E3 (consultant)	\$0	\$198,713	\$198,713
Hinckley, Allen & Snyder LLP (outside counsel)	\$0	\$39,671.68 ¹	\$39,671.68
Total	\$0	\$238,384.68	\$238,384.68

¹ The costs associated with outside counsel reflect the total costs for the GMP and the Updated Advanced Metering Functionality ("AMF") Business Case referenced in National Grid USA and Narragansett's response to Data Request Division 7-53. Narragansett did not track outside counsel costs separately for the GMP and the Updated AMF Business Case.

In addition, the Amended Settlement Agreement, approved by the PUC in Docket No. 4770 authorized Narragansett to recover in base rates the costs associated with certain grid modernization investments that are related to the GMP. Volt-VAR Optimization ("VVO") investments are recovered through the Electric Infrastructure, Safety, and Reliability Plan. Capital and Operations and Maintenance ("O&M") costs incurred for GMP investments through August 1, 2021 are identified in the table below.

Investment Type	Capital Costs		O&M Costs		Total Costs
GIS Enhancement (IS)	\$473	[1]	\$60		\$533
GIS Enhancement (BR)	\$0		\$930		\$930
DSCADA / ADMS	\$2,773	[1]	\$ 976		\$3,749
RTU Separation	\$226		\$95		\$321
Enterprise Service Bus	\$386	[1]	\$95		\$481
Advanced Analytics	\$341	[1]	\$120		\$461
Telecommunications	\$464	[1]	\$473		\$937
Cybersecurity	\$76	[1]	\$203		\$279
VVO/CVR	\$4,452		\$514		\$4,966
Program Management	\$0		\$409	[2]	\$409
Grid Mod Execution organization	\$0		\$931	[3]	\$931
Grid Mod Solutions organization	\$0		\$1,064	[4]	\$1,064
Total	\$9,191		\$5,870		\$15,061

Grid Mod Investments (\$000s)

[1] These are National Grid USA Service Company, Inc. capital assets. The amounts presented in the Capital Costs column represent the portion allocable to Narragansett.

Prepared by or under the supervision of: Christopher McCusker and William F. Jones

[2] Program Management costs are costs for external consultants who support the program management office, change management, and provide general program support. Such costs were not allocated to individual projects.

[3] The Grid Modernization Execution organization performs the functions of a project management office and manages the execution and delivery of grid modernization implementation plans, including: portfolio management and reporting, business process design and requirements definition, solution architecture, requirements management, change management, testing management, training and transfer planning and coordination, deployment operations, vendor technical implementation coordination, and performance monitoring and reporting.

[4] The Grid Modernization Solutions organization provides leadership direction and direct input on behalf of National Grid USA to internal and external policy makers on industry changes that facilitate federal and state vision of an evolving power grid. In addition, the Grid Modernization Solutions organization produces Grid Modernization implementation plan filings.

National Grid USA and The Narragansett Electric Company Division 7-55

Request:

Please provide an estimate of how many existing National Grid jobs occupied by RI residents will be lost as a result of the Transaction because those positions and job functions will be performed by PPL employees located outside of RI. Provide an estimate of the total salaries paid to RI residents that will be filled by PPL employees not located in RI after the Transaction is completed.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-55.

National Grid USA and The Narragansett Electric Company Division 7-56

Request:

Referencing PPL's statement in its response to DIV 2-1 that "PPL expects the implementation of its operational model will provide economies of scale by focusing the Rhode Island organization as described above and utilizing the Pennsylvania operations will bring enhanced reliability and customer satisfaction over the long term," compare and contrast PPL's proposed operational model to National Grid's current operational model and clearly indicate where the economies of scale will be achieved. How does PPL intend to enhance Narragansett's reliability? How will operations located in Pennsylvania be superior to operations currently located either directly in Rhode Island or in an adjacent region?

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-56.

National Grid USA and The Narragansett Electric Company Division 7-57

Request:

Please supplement the response to DIV 2-10(a) to:

- a. Provide a response for (a) which separately identifies the total capital investments for the years 2011 through 2020 broken out by distribution and transmission investments;
- b. Provide the average annual distribution capital expenditure per customer and per 1,000 kWh; and
- c. State whether PPL, LG&E, or KU has been denied cost recovery for any capital investments between 2011 and 2020. If yes, identify the amount, year, and description of the investment for which cost recovery was denied.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-57.

National Grid USA and The Narragansett Electric Company <u>Division 7-58</u>

Request:

Is PPL currently a member of ISO New England (ISO-NE)? If yes, does PPL currently operate as a transmission owner or load serving entity in this region?

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-58.

National Grid USA and The Narragansett Electric Company Division 7-59

Request:

Assuming that Narragansett's assets would be the first transmission assets in ISO-NE owned by PPL, please provide all studies or assessments prepared by or for PPL comparing the procedures, tools or approaches of PJM and ISO-NE.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-59.

National Grid USA and The Narragansett Electric Company Division 7-60

Request:

Transmission and primary distribution revenue requirements for Narragansett Electric-owned facilities utilized for purposes of providing wholesale transmission service by New England Power Company d/b/a National Grid (NEP) to Narragansett are currently determined under Schedule III-B to NEP's FERC Tariff No. 1. Please provide estimates of these charges for the periods noted below by category of costs as identified in Schedule III-B. Additionally, please identify any incremental charges to those amounts as a result of the Transaction, including during the transition period or any period thereafter.

- a. Actual year-to-date 2021
- b. Forecast for the balance of 2021 before the assumed transaction close date
- c. Forecast for the remainder of 2021 post the assumed transaction close date
- d. Annual forecasts thereafter for the period 2022 through 2025

Response:

Transmission and primary distribution facilities owned by The Narragansett Electric Company ("Narragansett") are utilized by New England Power for the purpose of providing wholesale transmission service to wholesale customers in the New England region; not solely to Narragansett.

- a. Please see Attachment NG-DIV 7-60-1a and Attachment NG-DIV 7-60-1b, which provide the actual year-to-date 2021 Transmission and Primary Distribution Revenue Requirement charges through July 31, 2021, respectively, for Narragansett-owned facilities.
- b. Please see Attachment NG-DIV 7-60-2a and Attachment NG-DIV 7-60-2b, which provide the forecasted charges for the balance of 2021. The forecast assumes PPL Rhode Island Holdings, LLC's ("PPL Rhode Island") acquisition of Narragansett from National Grid USA (the "Transaction") will close in early 2022, and therefore covers the remaining months of calendar year 2021. National Grid USA and Narragansett currently do not have an estimate of the incremental charges to the transmission or distribution facilities used in support of transmission functions resulting from the Transaction, including during or after the transition period.

- c. The assumed Transaction close date is in early 2022; therefore, the forecast for the remainder of calendar year 2021 is detailed in the response to subpart (b), above.
- d. Please refer to PPL Corporation and PPL Rhode Island's response to Data Request Division 7-60, subpart (d).

National Grid USA and The Narragansett Electric Company Division 7-61

Request:

Referencing New England Power Company's Electric Tariff No. 1, Schedule 1, Page 33, there is a discussion of the calculations necessary to credit RI distribution assets that are co-located with company transmission assets, including (among others) plant, substation and building assets. Please provide the following:

- a. Please state whether any such assets will be jointly owned by PPL and National Grid after the close of the Transaction, or will otherwise require allocation of shared costs.
- b. Are there other assets, such as poles and towers, whose costs and revenue requirements will likewise need to be allocated between the two companies post-Transaction?
- c. Are there any shared services (maintenance or otherwise) related to co-located assets which will remain in place post-Transaction? If yes, please explain how the costs will be allocated.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request Division 7-61.