
**EXHIBITS TO THE DIRECT TESTIMONY
OF
BRUCE R. OLIVER**

EXHIBIT A

BRUCE R. OLIVER

Revilo Hill Associates, Inc.
7103 Laketree Drive
Fairfax Station, Virginia 22039
(703) 569-6480

EXPERIENCE

Over 40 years of experience specializing in the areas of utility rates, energy, and regulatory policy. Offers unusual depth and breadth in his understanding of energy and utility industries which leads to creative and effective resolution of rate issues. Has presented expert testimony in regulatory proceedings in more than 300 proceedings before regulatory commissions in 24 jurisdictions, and has served a diverse group of clients on issues encompassing a wide range of energy and utility-related activities. Assists clients in the assessment of competitive energy markets for retail services and in the negotiation of contracts for the purchase of such services. Clients have included commercial and industrial energy users, hospitals and universities, state regulatory commissions, utilities, consumer advocates, municipal governments, federal agencies, and suppliers of equipment and services to utility markets.

1985- Revilo Hill Associates, Inc.
Present President and CEO

Directs the firm's consulting practice, with specialization in the areas of industrial economics, energy, utilities and regulatory policy. Provides expert testimony in regulatory proceedings. Assists individual commercial and institutional customers in the competitive procurement of energy services and resolution of utility service and billing issues. Regulatory work includes participation in electric, gas, water and sewer utility rate and policy matters, with particular specialization in the areas of utility costs of service, rate structure, rate of return, utility planning, and forecasting. Examples of recent projects include:

- Development and presentation of positions regarding the merits of various forms of alternative ratemaking including, but not limited to: multi-year rate plans; performance-based ratemaking concepts; and the merits of proposals for Performance Incentive Mechanisms.
- Assessment of a gas distribution utility's plans for accelerated replacement of aging and leak prone distribution mains by an LDC, as well as the impacts of rising leak rates the utility's gas system safety and rates distribution services.

- Negotiation of settlements to reflect the impacts of the Tax Cut and Jobs Act of 2017 in rates for certain electric and gas distribution utilities.
- Investigation of utility merger issues including ring-fencing, costs to achieve, estimated merger benefits, and allocation of merger benefits among customers for electric and gas utility mergers.
- Investigation of gas distribution utility system expansion proposals, tariff changes, and proposed ratemaking treatment of costs for gas expansion activities.
- Examination of utility proposals undergrounding overhead electric distribution facilities and the recovery of costs for undergrounding activities.
- Evaluation of utility proposals for the deployment of Advanced Metering Infrastructure (AMI) and the development of dynamic pricing rates to be implemented using AMI equipment.
- Detailed evaluation of a gas distribution utility's long-range gas supply planning, its evaluation of gas supply alternatives, and the prudence of gas its procurement decisions.
- Investigation of cost of service, rate design, tariff, forecasting and planning issues for island utilities in the U.S. Virgin Islands and Guam.
- Analysis of utility revenue decoupling proposals including assessment of the cost of service and rate impacts of such proposals and the development of appropriate tariff language for such proposals.
- Investigation of matters relating to a utility's outsourcing of significant components of its Administrative and General and Customer Service activities, including the merits of the proposed outsourcing arrangements and appropriate rate treatment of costs incurred to: select providers of outsourced services; negotiate contracts; and achieve the implementation of outsourcing arrangements.
- Strategic analysis and policy guidance for a major commercial consumer group in the development and presentation of positions before legislative and regulatory bodies regarding electric and gas regulatory issues.

- Development of Asset Management incentive programs for natural gas distribution utilities.
- Investigation and preparation of a report on the causes of large heating oil price increases for the Attorney General of a New England state.
- Participation as a member of a three-person panel hearing a gas marketer complaint of anti-competitive behavior by a local gas distribution utility in its provision of unbundled gas transportation services.
- Preparation of cost allocation studies and rate structure proposals for electric, gas, water and wastewater utility regulatory proceedings;
- Analysis of proposals for restructuring and the unbundling of rates for local gas distribution companies, and negotiated terms, conditions, and pricing for restructured utility services.

2000-
Present

AOBA Alliance, Inc.
Director and Chief Economist

Key technical advisor to one of the nation's largest and most successful customer-based energy aggregation programs. Assists non-residential customers in the Washington, D.C. area in the procurement of competitive retail energy services, including the evaluation and negotiation of contract terms for competitive electricity, natural gas, energy information services. Monitors energy markets and keeps participants informed regarding energy market developments and pricing trends. Focused primarily on the commercial building industry, the AOBA Alliance, Inc. serves more than 9,000 electric and natural gas accounts in twelve states and the District of Columbia. Those participants use over 3.0 billion kWh per year and over 660 MW of electrical peak load.

1981-85

Resource Dynamics Corporation
Principal and Vice President

Responsible for the firm's activities in the areas of energy pricing, utility rates and regulatory policy. Provided expert testimony before utility regulatory commissions on issues relating to costs of service, rate design, load management, load research, fuel price forecasting, utility costing analyses, and cost allocation methods. Evaluated utility fuel procurement practices, fuel price forecasts, and price forecasting methodologies. Contributed to modeling efforts relating to the estimation of national and regional electric utility load curves and coal market prices. Participated in the development handbooks for cogeneration feasibility assessment.

1980-81 Potomac Electric Power Company
Manager of Rate Research Department

Directed the development of all rate related programs. Supervised the costing, design and analysis of traditional and innovative rates (including time-of-use, load management and cogeneration tariffs). Also was responsible for corporate revenue forecasting activities, as well as the development of marginal and avoided cost studies.

1979-80 Pacific Gas and Electric Company
Rate Experimentation Supervisor

Responsible for design, implementation and analysis of innovative rate programs for both gas and electric service. Developed programs for curtailable service; cogeneration; conservation; residential load cycling; and commercial, industrial, and agricultural time-of-use rates. Directed analyses of time-of-use and lifeline price elasticities and development of marginal and avoided costing methods.

1973-79 ICF Incorporated
Project Manager

Specialized in energy policy and utility regulatory analyses. Performed detailed analysis of U.S. petroleum, natural gas, coal and electric utility industries. Provided expert testimony on utility rate issues. Designed experimental rates for federally funded time-of-use rate and load management programs in North Carolina. Provided technical support to the DOE Regulatory Intervention Program. Contributed to the design and development of the National Coal Model, and prepared forecasts of low sulfur fuel availability for utility markets.

1972-73 U.S. Cost-of-Living Council - Pay Board
Labor Economist

Served in the Office of the Chief Economist. Responsible for macroeconomic analyses of Board decisions, and for the development data systems to support assessments of the impacts of Board decisions and the reporting of aggregate statistics on wage increases granted by the Board.

EDUCATION

1972 M.A., Economics, Virginia Polytechnic Institute and State University

1970 B.A., Economics, Virginia Polytechnic Institute and State University

RATE CASE PARTICIPATION

Alberta, Canada

Canadian Western Natural Gas
NOVA Gas Transmission Ltd.
Canadian Western Natural Gas
Northwestern Utilities
TransAlta Utilities Corp.
Alberta Power Ltd.

1998 General Rate Application
1995 GRA, Phase II
Core Market Direct Purchase
Core Market Direct Purchase
Load Retention Rate Offering
1993 General Rate Application

Arizona

Southwest Gas Corporation
Sun City Water Company
Havasu Water Company
Arizona Water Company

Docket No. U-1551-93-272
Docket No. U-1656-91-134
Docket No. U-2013-91-133
Docket No. U-1445-91-227

California

Pacific Gas & Electric Company

Application No. 58089

Connecticut

Southern Connecticut Gas Company
Connecticut Light & Power Company

Docket No. 89-09-06
Docket No. 87-07-01

Delaware

Chesapeake Utilities Corporation
Delmarva Power & Light Company
Delmarva Power & Light Company
Delaware Electric Cooperative
Delmarva Power & Light Company
Delmarva Power & Light Company
Delaware Electric Cooperative
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Chesapeake Utilities Corporation
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delaware Electric Cooperative
Delaware Electric Cooperative
Delmarva Power & Light Company
Delmarva Power & Light Company

Docket No. 95 - 73
Docket No. 94 - 141
Docket No. 94 - 129
Docket No. 94 - 100
Docket No. 92 - 85
Docket No. 92 - 71F
Docket No. 91 - 37
Docket No. 91 - 24
Docket No. 91 - 20
Docket No. 90 - 31
Docket No. 90 - 21
Docket No. 89 - 26
Docket No. 88 - 39F
Docket No. 88 - 34
Docket No. 88 - 32, Phase 2
Docket No. 88 - 32
Docket No. 87 - 34, Phase 2
Docket No. 87 - 34
Docket No. 87 - 9, Phase 5
Docket No. 87 - 9, Phase 4

Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company
Delmarva Power & Light Company

Docket No. 87 - 9, Phase 3
Docket No. 87 - 9, Phase 2
Docket No. 87 - 9
Docket No. 86 - 43
Docket No. 86 - 24

District of Columbia

Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company
WGL – AltaGas Merger
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company
Exelon – Pepco Merger
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power/Conectiv Merger
Washington Gas Light Company
Potomac Electric Power Company/Baltimore
Gas & Electric Company Merger
Potomac Electric Power Company
Potomac Electric Power Company
Washington Gas Light Company
Washington Gas Light Company
District of Columbia Natural Gas
Potomac Electric Power Company
Potomac Electric Power Company
District of Columbia Natural Gas
District of Columbia Natural Gas
Potomac Electric Power Company
Potomac Electric Power Company

Formal Case No. 1162
Formal Case No. 1156
Formal Case No. 1151
Formal Case No. 1150
Formal Case No. 1145
Formal Case No. 1142
Formal Case No. 1139
Formal Case No. 1137
Formal Case No. 1133
Formal Case No. 1130
Formal Case No. 1121
Formal Case No. 1119
Formal Case No. 1116
Formal Case No. 1115
Formal Case No. 1103
Formal Case No. 1093
Formal Case No. 1087
Formal Case No. 1079
Formal Case No. 1076
Formal Case No. 1056
Formal Case No. 1054
Formal Case No. 1053, Phase II
Formal Case No. 1053
Formal Case No. 1016
Formal Case No. 1002
Formal Case No. 989

Formal Case No. 951
Formal Case No. 945
Formal Case No. 939
Formal Case No. 934
Formal Case No. 922
Formal Case No. 890
Formal Case No. 889
Formal Case No. 869
Formal Case No. 845
Formal Case No. 840
Formal Case No. 834
Formal Case No. 813, Phase II

**RESUME OF
BRUCE R. OLIVER**

Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company
Potomac Electric Power Company

Formal Case No. 813
Formal Case No. 787
Formal Case No. 785
Formal Case No. 759, Phases III
Formal Case No. 759, Phases II
Formal Case No. 759, Phases I
Formal Case No. 758

Guam

Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority
Guam Power Authority

Docket No. 11-090, Phase II
Docket No. 11-090
Docket No. 07-010
Docket No. 98-002
Docket No. 96-004
Docket No. 95-001
Docket No. 94-001
Docket No. 92-002
Docket No. 89-002 A,B,C

Illinois

Commonwealth Edison Company

Docket No. 86-0128

Maryland

Potomac Electric Power Company
Washington Gas Light Company
Washington Gas Light Company
Potomac Electric Power Company
Washington Gas Light Company
WGL – AltaGas Merger
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Exelon – Pepco Merger
Potomac Electric Power Company
Washington Gas Light Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company
Washington Gas Light Company
Washington Gas Light Company
Washington Gas Light Company
Potomac Electric Power Company
Potomac Electric Power Company

Case No. 9655
Case No. 9651
Case No. 9605
Case No. 9602
Case No. 9481
Case No. 9449
Case No. 9443
Case No. 9433
Case No. 9418
Case No. 9361
Case No. 9336
Case No. 9335
Case No. 9322
Case No. 9311
Case No. 9286
Case No. 9267
Case No. 9217
Case No. 9207
Case No. 9158
Case No. 9104, Phase II
Case No. 9104
Case No. 9092, Phase II
Case No. 9092

Standard Offer Service Docket	Case No. 9063
Standard Offer Service Docket	Case No. 9056
Standard Offer Service Docket	Case No. 9037
Potomac Electric Power Company	Case No. 8895
Washington Gas Light Company	Case No. 8991
Washington Gas Light Company	Case No. 8959
Washington Gas Light Company	Case No. 8920, Phase II
Washington Gas Light Company	Case No. 8920
Potomac Electric Power Company	Case No. 8895
Potomac Electric Power Company	Case No. 8890
Potomac Electric Power Company	Case No. 8791
Potomac Electric Power Company	Case No. 8773
Generic Electric Industry Restructuring	Case No. 8738
Potomac Electric Power Company/Baltimore Gas & Electric Company Merger	Case No. 8725
Washington Gas Light Company	Case No. 8545
Potomac Electric Power Company	Case No. 8315
Potomac Electric Power Company	Case No. 8251
Maryland Natural Gas	Case No. 8191
Potomac Electric Power Company	Case No. 8162
Maryland Natural Gas	Case No. 8119
Potomac Electric Power Company	Case No. 8079
Baltimore Gas & Electric Company	Case No. 8070
Maryland Natural Gas	Case No. 8060
Potomac Electric Power Company	Case No. 7972
Potomac Electric Power Company	Case No. 7874
Washington Gas Light Company	Case No. 7649

Massachusetts

Investigation of Rate Structures to Promote Efficient Deployment of Demand Management	Docket No. 07-50
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North Carolina

Generic Electric Load Management	Docket No. M100, Sub 78
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New Jersey

Public Service Electric and Gas	Docket No. GT93060242
Public Service Electric and Gas	Docket No. ER91111698J
Elizabethtown Gas Company	Docket No. 8812-1231
Elizabethtown Gas Company	Docket No. 8612-1374
Public Service Electric and Gas	Docket No. 8512-1163
Jersey Central Power & Light	Docket No. 8511-1116
New Jersey Natural Gas Company	Docket No. 8510-974
South Jersey Gas Company	Docket No. 850-8858
Public Service Electric and Gas	Docket No. 850-2231
New Jersey Natural Gas Company	Docket No. 850-7732

**RESUME OF
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South Jersey Gas Company
Atlantic Electric Company
New Jersey Natural Gas Company
Public Service Electric and Gas
Public Service Electric and Gas

Docket No. 843-184, Phase II
Docket No. 8310-883, Phase II
Docket No. 831-46
Docket No. 837-620
Docket No. 8210-869

New Mexico

Gas Company of New Mexico
Gas Company of New Mexico
Gas Company of New Mexico
Gas Company of New Mexico
Gas Company of New Mexico
Gas Company of New Mexico
Gas Company of New Mexico

Case No. 2353
Case No. 2340
Case No. 2307
Case No. 2183
Case No. 2147 (Remand)
Case No. 2147
Case No. 2093

New York

Consolidated Edison Company
Consolidated Edison Company
Brooklyn Union Gas Company

Docket No. 94-E-0334
Docket No. 91-E-0462
Docket No. 90-G-0981

Ohio

Toledo Edison Company

Case No. 78-628-EL-FAC

Pennsylvania

PECO Energy Company
PG Energy, Inc.
Philadelphia Electric Company
Mechanicsburg Water Company
West Penn Power Company
Pennsylvania Electric Company
North Penn Gas Company
Metropolitan Edison Company
York Water Company
Dauphin Consolidated Water Company
Pennsylvania Electric Company
Duquesne Light Company
Pennsylvania American Water Company
West Penn Power Company
Pennsylvania Gas & Water Co. Water Div.
Pennsylvania Power Company
Duquesne Light Company
Pennsylvania Electric Company
Metropolitan Edison Company
Western Pennsylvania Water Company
Duquesne Light Company
Philadelphia Electric Company

Docket No. R-20028394
Docket No. R-00061365
Docket No. R-00970258
Docket No. R-00922502
Docket No. R-00922378
Docket No. M-920312
Docket No. R-922276
Docket No. R-922314
Docket No. R-922168
Docket No. R-921000
Docket No. M-920312
Docket No. C-913424
Docket No. R-911909
Docket No. R-901609
Docket No. R-891209
Docket No. R-881112
Docket No. R-870651
Docket No. R-870172
Docket No. R-870171
Docket No. R-860397
Docket No. R-860378
Docket No. R-850290

Pennsylvania Power Company	Docket No. R-850267
Pennsylvania Power & Light Company	Docket No. R-850251
Philadelphia Electric Company	Docket No. R-850152
Western Pennsylvania Water Company	Docket No. R-850096
Pennsylvania Power Company	Docket No. R-842740
Pennsylvania Power & Light Company	Docket No. R-842651
Pennsylvania Electric Company	Docket No. R-832550
Metropolitan Edison Company	Docket No. R-832549
Duquesne Light Company	Docket No. R-842383
UGI Corporation-Gas Utility Division	Docket No. R-832331
Pennsylvania Power & Light Company	Docket No. I-830374
Pennsylvania Electric Company	Docket No. R-822250
Metropolitan Edison Company	Docket No. R-822249
Pennsylvania Power & Light Company	Docket No. R-822169
Pennsylvania Gas & Water Co. - Water Div.	Docket No. R-822102
Columbia Gas Co. of Pennsylvania	Docket No. R-822042
Pennsylvania Gas & Water Co. - Gas Div.	Docket No. R-821961
Philadelphia Electric Company	Docket No. R-811626

Philadelphia, City of

Philadelphia Gas Works	1992 Rate Design Proceeding
Philadelphia Water Department	1992 Rate Increase Request
Philadelphia Gas Works	1990 Rate Increase Request
Philadelphia Water Department	1990 Rate Increase Request
Philadelphia Gas Works	1989 Proceeding
Philadelphia Gas Works	1988 Rate Increase Request
Philadelphia Gas Works	1987-88 Operating Budget
Philadelphia Gas Works	1986 Rate Increase Request
Philadelphia Water Department	1985 Rate Increase Request

Rhode Island – Public Utilities Commission

National Grid – Gas Long-Range Plan	Docket No. 4872
National Grid – Gas GCR	Docket No. 4846
National Grid – Gas DAC	Docket No. 4816
National Grid – Gas Annual ISR Filing	Docket No. 4781
National Grid – Gas Base Rates	Docket No. 4770
National Grid – Gas GCR	Docket No. 4719
National Grid – Gas DAC	Docket No. 4708
National Grid – Gas GCR	Docket No. 4647
National Grid – Gas DAC	Docket No. 4634
National Grid – Gas Long-Range Plan	Docket No. 4608
National Grid – Gas GCR	Docket No. 4576
National Grid – Gas DAC	Docket No. 4573
National Grid – Gas Customer Choice	Docket No. 4523

**RESUME OF
BRUCE R. OLIVER**

National Grid – Gas GCR	Docket No. 4520
National Grid – Gas DAC	Docket No. 4514
National Grid – Gas GCR	Docket No. 4436
National Grid – Gas DAC	Docket No. 4431
National Grid – Gas GCR	Docket No. 4346
National Grid – Gas DAC	Docket No. 4339
National Grid – Gas On-System Margins	Docket No. 4333
National Grid – Gas Base Rates	Docket No. 4323
National Grid – Gas GCR	Docket No. 4283
National Grid – Gas DAC	Docket No. 4269
National Grid – Electric Backup Service	Docket No. 4232
National Grid – Elec & Gas Revenue Decoupling	Docket No. 4206
National Grid – Gas GCR	Docket No. 4199
National Grid – Gas DAC	Docket No. 4196
National Grid – Gas GCR	Docket No. 4097
National Grid – Gas DAC	Docket No. 4077
National Grid – Electric	Docket No. 4065
National Grid – Gas Portfolio Management	Docket No. 4038
National Grid – Gas GCR	Docket No. 3982
National Grid – Gas DAC	Docket No. 3977
National Grid – Gas GCR	Docket No. 3961
National Grid – Gas Base Rates	Docket No. 3943
National Grid – Gas GCR	Docket No. 3868
National Grid – Gas DAC	Docket No. 3859
National Grid – Gas Long-Range Plan	Docket No. 3789
National Grid – Gas GCR	Docket No. 3766
National Grid – Gas DAC	Docket No. 3760
New England Gas Company	Docket No. 3696
New England Gas Company	Docket No. 3690
Block Island Power Company	Docket No. 3655
New England Gas Company	Docket No. 3548
New England Gas Company	Docket No. 3459
New England Gas Company	Docket No. 3436
New England Gas Company	Docket No. 3401
Providence Gas Company	Docket No. 3295
Narragansett Electric Company	Docket No. 2930
Providence Gas Company	Docket No. 2902
Providence Gas Company	Docket No. 2581
Providence Gas Company	Docket No. 2552
Providence Gas Company	Docket No. 2374
Providence Gas Company	Docket No. 2286
Valley Gas Company	Docket No. 2276
Valley Gas Company	Docket No. 2138, Phase II
Valley Gas Company	Docket No. 2138, Phase I
Providence Gas Company	Docket No. 2082
Providence Gas Company	Docket No. 2076

Providence Gas Company	Docket No. 2001, Phase II
Valley Gas Company	Docket No. 2038
Providence Gas Company	Docket No. 2001
Block Island Power Company	Docket No. 1998
Providence Gas Company	Docket No. 1971
Generic Gas Transportation	Docket No. 1951
Valley Gas Company	Docket No. 1736
Providence Gas Company	Docket No. 1723
Providence Gas Company	Docket No. 1673

Rhode Island – Division of Public Utilities

National Grid Acquisition of New England Gas Company's Rhode Island Assets	Docket No. D-06-13
Merger of Southern Union, Valley Gas Company And Bristol & Warren Gas Company	Docket No. D-00-02

South Dakota

Northern States Power Company	Docket No. F-3188
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Utah

Dominion Energy Utah	Docket No. 19-057-02
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Vermont

Department of Public Service	Docket No. 5378
Department of Public Service	Docket No. 5307

Virginia

Washington Gas Light Company	Docket No. PUR 2018-00080
Virginia Electric Power Company	Docket No. PUE 2018-00042
AltaGas – WGL Merger	Docket No. PUR 2017-00049
Virginia Electric Power Company	Docket No. PUE 2016-00021
Virginia Electric Power Company	Docket No. PUE 2016-00001
Virginia Electric Power Company	Docket No. PUE 2015-00027
Virginia Electric Power Company	Docket No. PUE 2011-00027
Washington Gas Light Company	Docket No. PUE 2010-00139
Virginia Electric Power Company	Docket No. PUE 2009-00019
Virginia Electric Power Company	Docket No. PUE 2009-00018
Virginia Electric Power Company	Docket No. PUE 2009-00017
Virginia Electric Power Company	Docket No. PUE 2009-00016
Virginia Electric Power Company	Docket No. PUE 2009-00011
Washington Gas Light Company	Docket No. PUE 2006-00059
Washington Gas Light Company	Docket No. PUE 2005-00010
Washington Gas Light Company	Docket No. PUE 2003-00603
Washington Gas Light Company	Docket No. PUE 2002-00364
Virginia Electric Power Company	Docket No. PUE 000584
Virginia Electric Power Company	Docket No. PUE 980213

Virginia Electric Power Company	Docket No. PUE 980212
Virginia Electric Power Company	Docket No. PUE 960296
Washington Gas Light Company	Docket No. PUE 940031
Virginia Electric Power Company	Docket No. PUE 920041
Virginia Electric Power Company	Docket No. PUE 910047
Northern Virginia Natural Gas	Docket No. PUE 900016
Northern Virginia Natural Gas	Docket No. PUE 880024
Virginia Electric Power Company	Docket No. PUE 830029
Washington Gas Light Company	Docket No. PUE 830008

Virgin Islands

Water and Power Authority – Water Rates	Docket No. 613
Water and Power Authority – Electric Rates	Docket No. 612
Water and Power Authority – Water Rates	Docket No. 576
Water and Power Authority – Electric Rates	Docket No. 575
Water and Power Authority – Electric Rates	Docket No. 533

Wisconsin

Gas Transportation - Generic	Docket No. 05-GI-102
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Federal Energy Regulatory Commission

Weaver's Cove Energy, LLC.	Docket No. CP04-36-000
Mill River Pipeline, LLC.	Docket No. CP04-41-000
Columbia Gulf Transmission Co.	Docket No. RP86-167-000
Columbia Gas Transmission Corp.	Docket No. RP86-168-000
Columbia Gulf Transmission Co.	Docket No. TC86-021-000

SELECTED REPORTS, PUBLICATIONS AND PRESENTATIONS

“Will Energy Market Developments Drive Government Policy or Will Government Policy Drive Energy Markets,” Presentation to AOBA Utility Committee, June 27, 2013.

“Ratemaking for Recovery of Pipeline Safety Investments,” Presentation to the National Association of Regulatory Utility Commissioners, February 6, 2013.

“In Comparatively Stable Energy Markets, Legislative and Regulatory Decisions Make Budgeting for Energy Services A Real Challenge,” Presentation to AOBA Utility Committee, October 19, 2011.

“Energy Commodities Show Stability; Charges for Utility Services Rise,” Presentation to AOBA Utility Committee, April 20, 2011.

“Budgeting for Utilities In the Face of Constantly Changing Rates,” Presentation to AOBA Utility Committee, November 10, 2010.

“Electric Utilities Seek Increased Rates to Fund Large Construction Projects,” Presentation to AOBA Utility Committee, October 7, 2009.

“Could You Soon Be Paying \$1.00 per kWh for Peak Electricity Supply?” Presentation to AOBA Utility Committee, June 24, 2009.

“Energy Markets in a Tailspin,” Presentation to AOBA Utility Committee, March 11, 2009.

“Energy price Outlook for 2009,” Presentation to AOBA Utility Committee, December 10, 2008.

“Are You ‘Going Green’ or Going in the Red,” Presentation to AOBA Utility Committee, June 18, 2008.

“Understanding Your Utility Costs and Your Competitive Service Options,” Presentation to the Mid-Atlantic Hispanic Chamber of Commerce, July 10, 2006.

“Keeping Your Head Above Water In Volatile Electricity And Natural Gas Markets,” Presentation to Legum & Norman Managed Condominiums, February 28, 2006.

“Surviving in Deregulated Energy Markets: *What You Don’t Know Will Hurt You!*” Presentation to AOBA Legislative & Regulatory Seminar, May, 18, 2006.

“The Utility Market And Deregulation: *What’s In It For You?*” Presentation to the Montgomery County, Maryland, Apartment Assistance Program, September 29, 2005.

“Winds of Long-Term Change or Another Short-Term Market Distortion: Post-Katrina and Rita Energy Markets,” Keynote Presentation to AOBA Leadership Conference, September 28, 2005.

“These Are Not Your Father’s Energy Markets,” Presentation to the Institute of Real Estate Management, March 8, 2005.

“Understanding Natural Gas Markets,” Prepared for the AOBA Alliance, Inc., August 2004.

“Default Service: Protection or Problem,” Prepared for the AOBA Alliance, Inc., April 2004.

Assessment of Winter 2000 Heating Oil Price Increases for Rhode Island, Report Prepared for the Rhode Island Department of Attorney General, September 2001 (with P. Roberti).

“Stranded Costs and Stranded Values,” Presentation before the Virginia General Assembly, Joint Subcommittee on Electric Industry Restructuring, Task Force on Stranded and Transition Costs, May, 1998.

“Comments Regarding Restructuring of the Electric Industry in Maryland,” Presentation before the Maryland Legislative Task Force on Electric Industry Restructuring, December 1997.

Electric Industry Restructuring And Competition In Virginia, Prepared for the Apartment and Office Building Association of Metropolitan Washington, September 1997.

“Assessment of the Proposed Pepco/BGE Merger,” Presentation to the District of Columbia Community Forum on Merger Issues, December 1996.

Assessment of the Agreement Between Delmarva Power & Light Company and the Medical Center of Delaware for the Supply of Electrical Power, Prepared for the Delaware Public Service Commission, Docket No. 94-129, December 1994.

Assessment of the Agreement Between Delmarva Power & Light Company and Ciba-Geigy Corporation for the Supply of Limited Volume Natural Gas, Prepared for the Delaware Public Service Commission, Docket No. 94-141, November 1994.

Assessment of the Natural Gas Service Agreement Between Delmarva Power & Light Company and the Medical Center of Delaware, Prepared for the Delaware Public Service Commission, Docket No. 94-129, November 1994.

Lifeline Rates for Electric Service and Their Potential Application to the Guam Power Authority, Prepared for the Public Utilities Commission of Guam, December 1991.

Review of Additional Information Provided by Delmarva Power & Light Company Regarding the Costs of Gas Supply for Hay Road Combined Cycle Generation; prepared for the Delaware Public Service Commission, Docket No. 87-9, Phase V, June 1991.

Evaluation of Delmarva Power & Light Company's Proposed Near-Term Capacity Additions, prepared for the Delaware Public Service Commission, Docket No. 87-9, Phase V, August, 1990.

Evaluation and Recommendations: Delmarva Power & Light Company's Proposed Commercial and Industrial Indoor Lighting Pilot Program, Prepared for the Delaware Public Service Commission, Docket No. 87-9, Phase V, January, 1990.

Preliminary Evaluation of DP&L's Proposed Long Term Purchase of Capacity and Energy from Duquesne Light Company, Prepared for the Delaware Public Service Commission, Docket No. 87-9, Phase IV, January 1990.

Staff Review and Technical Assessment: Challenge 2000 Supply Side Plan, Prepared for the Delaware Public Service Commission, Docket No. 87-9, Phase II, October 1988 (with N.R. Friedman and J. Byrne).

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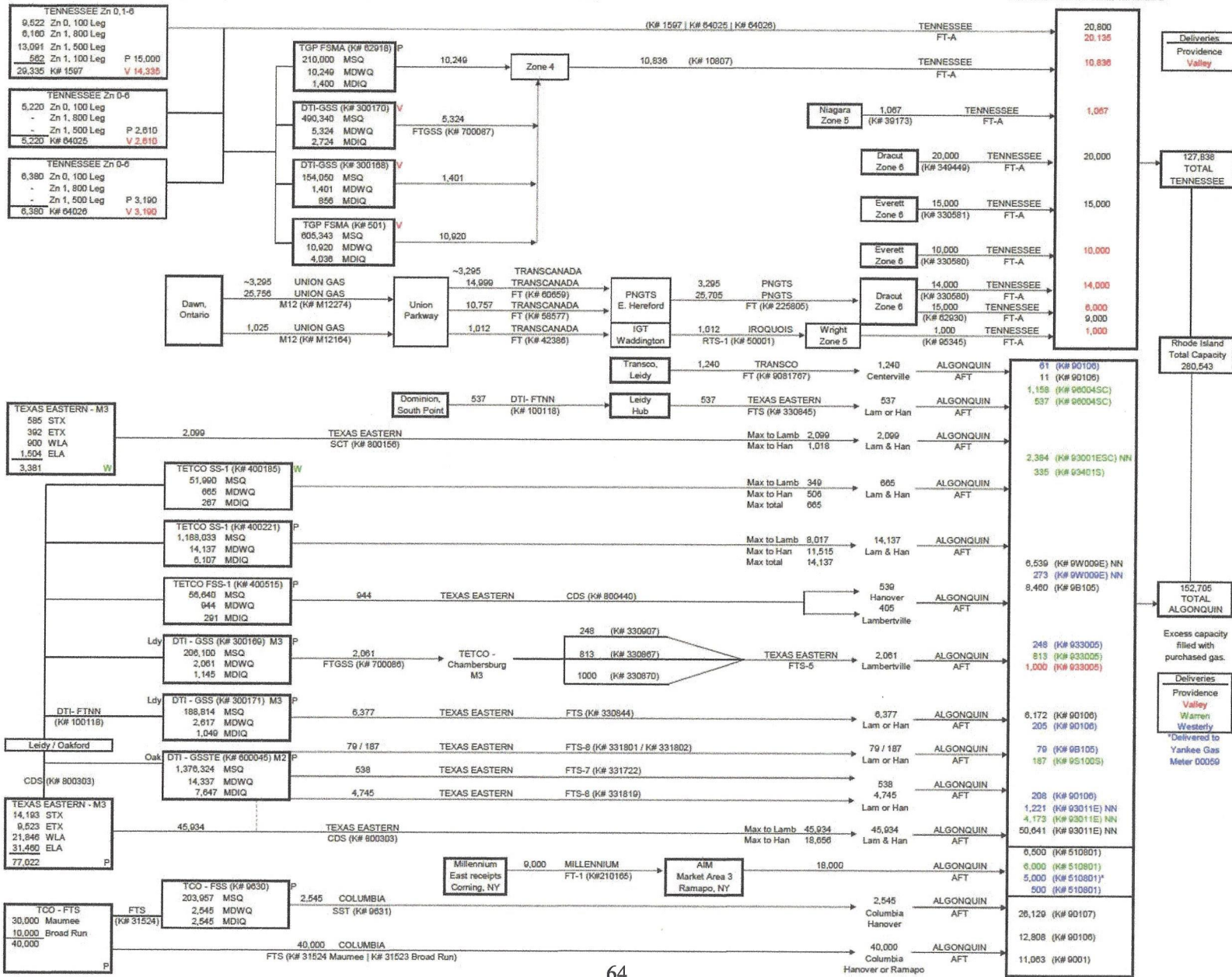
EXHIBIT B

Exhibit 12

RHODE ISLAND COMPANIES - CONSOLIDATED PORTFOLIO SCHEMATIC

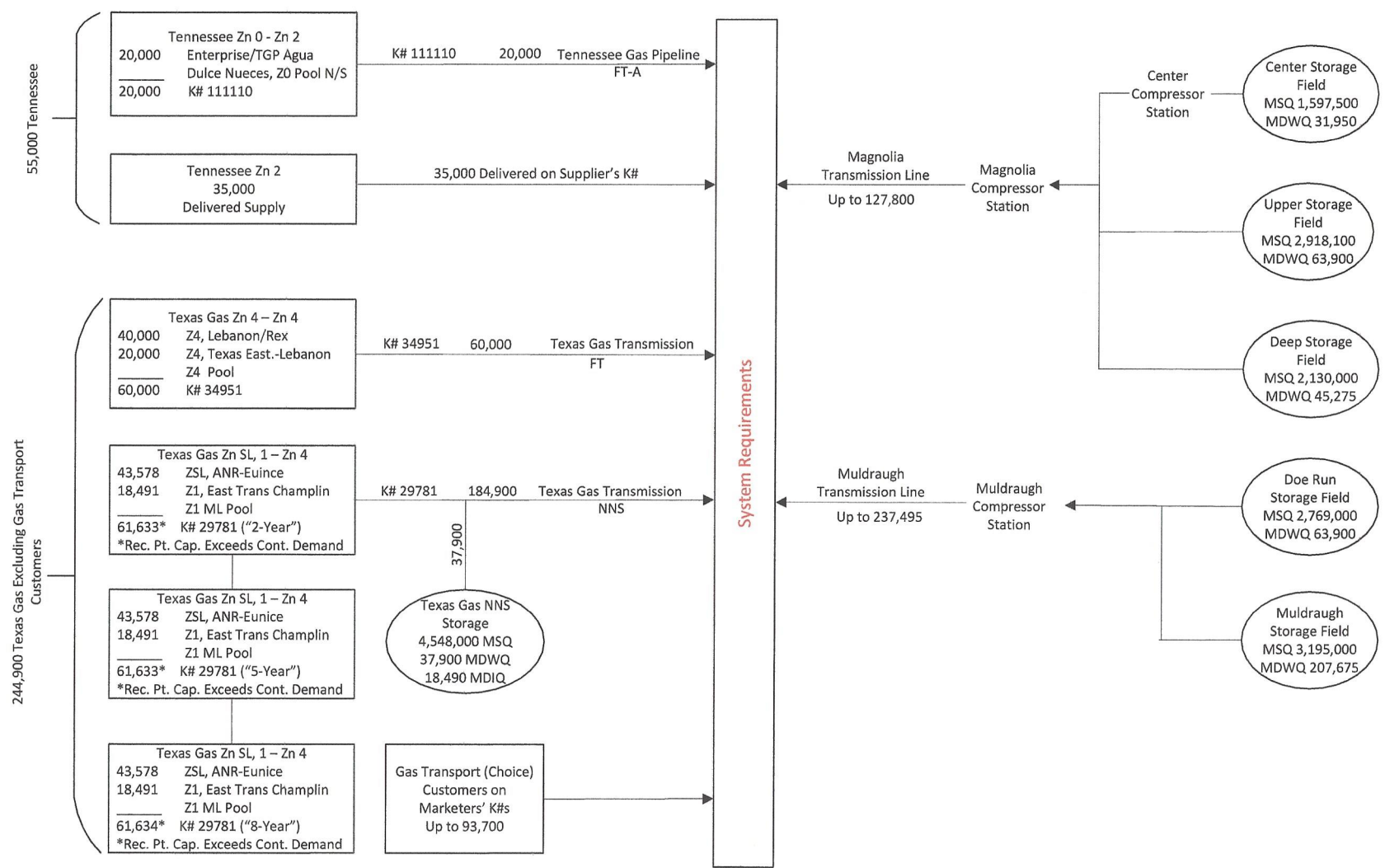
Peak Season Volumes

As of November 1, 2020



Louisville Gas and Electric Company – Portfolio Schematic

Peak Season Volumes (MMBtu) as of November 1, 2021



PPL's Proposed Acquisition of Narragansett

Division Docket No. D-21-09

Comparative Gas System Data for Narragansett (RI) and LG&E

	RI	LG&E	Ratio 1/	Inverse of Ratio 2/
Numbers of Customers				
Sales Service	277,581	299,000	0.93	1.08
Firm Transportation Service	2,530	84	30.12	0.03
Other	880	-	NM	NM
Total	<u>280,991</u>	<u>299,084</u>	0.94	1.06
Annual Service Volumes (Dth)				
Sales Service	27,555,000	32,000,000 3/	0.86	1.16
Firm Transportation Service	<u>12,719,000</u>	<u>14,000,000 3/</u>	0.91	1.10
Total Annual Throughput	40,274,000	46,000,000 3/	0.88	1.14
Miles of Distribution Mains				
	3,200	4,400	0.73	1.38
Number of Services				
	193,000	300,000	0.64	1.55
Customers per Mile of Mains				
	87.81	67.97	1.29	0.77
Services per Mile of Mains				
	60.31	68.18	0.88	1.13
2020 Remaining Miles for Main Replacement				
Cast Iron	174	-	NM	NM
Bare Steel	151	-	NM	NM
Unprotected Steel	<u>668</u>	<u>-</u>	NM	NM
Total	993	-	NM	NM
% of Mains Installed by Decade				
Decade Installed Unknown	10.4%	4.0%	2.63	0.38
Installed Prior to 1940	13.1%	0.0%	NM	NM
1940 - 1949	1.8%	0.0%	NM	NM
1950 - 1959	4.4%	11.0%	0.40	2.49
1960 - 1969	12.4%	17.4%	0.71	1.40
1970 - 1979	6.5%	7.1%	0.91	1.10
1980 and Beyond	51.4%	60.5%	0.85	1.18
Normal Heating Degree Days				
	5,422	4,514	1.20	0.83
2020 Total Hazardous Leaks				
Per 100 Miles of Mains	13.4	20.9	0.64	1.56
Per 1,000 Service Lines	1.3	2.84	0.46	2.18

1/ Equals RI / LG&E

2/ Equals LG&E / RI

3/ Mcf multiplied by 1.03.

NM indicates "not meaningful."

PPL Acquisition of Narragansett

Division Docket No. D-21-09

Narragansett and LG&E Histories of Hazardous Gas Leaks

From Distribution Utility Annual Reports to PHMSA

Year	Narragansett Gas System Reported Hazardous Leaks in			Year	LG&E Gas System Reported Hazardous Leaks in		
	Mains	Services	Total		Mains	Services	Total
2010	653	587	1,240	2010	79	955	1,034
2011	578	535	1,113	2011	90	1,739	1,829
2012	499	452	951	2012	61	1,258	1,319
2013	544	544	1,088	2013	143	1,367	1,510
2014	605	608	1,213	2014	101	1,051	1,152
2015	514	481	995	2015	151	1,072	1,223
2016	313	447	760	2016	135	1,055	1,190
2017	324	491	815	2017	114	1,071	1,185
2018	526	402	928	2018	112	1,176	1,288
2019	378	350	728	2019	85	1,211	1,296
2020	179	251	430	2020	65	853	918

PPL's Proposed Acquisition of Narragansett

Division Docket No. D-21-09

Comparative Total Hazardous Leaks per 100 Miles of Mains for Narragansett (RI) and LG&E 1/

Year	RI	LG&E	Difference 2/	% Difference
2010	39.6	24.4	15.2	62.2%
2011	35.2	42.6	(7.4)	-17.5%
2012	30.0	30.9	(0.9)	-3.0%
2013	34.2	35.1	(0.8)	-2.4%
2014	38.1	26.6	11.5	43.3%
2015	31.0	28.2	2.8	9.9%
2016	23.8	27.3	(3.5)	-12.7%
2017	25.4	27.5	(2.1)	-7.5%
2018	29.0	29.5	(0.5)	-1.7%
2019	22.8	29.6	(6.8)	-22.9%
2020	13.4	20.9	(7.5)	-35.7%

1/ Includes hazardous leaks on mains and services as shown in each utility's annual reports to PHMSA.

2/ Difference equals RI less LG&E.

PPL Acquisition of Narragansett

Division Docket No. D-21-09

Narragansett (NG) Allocations of Gas Cost Savings under PBR Mechanism

From Annual GCR Filings

TME March	Savings Allocations			% of Savings	
	Customer	NG	Total	Customer	NG
2016	\$13,970,165	\$2,990,596	\$16,960,761	82.4%	17.6%
2017	\$11,433,079	\$1,279,937	\$12,713,016	89.9%	10.1%
2018	\$4,264,095	\$516,807	\$4,780,902	89.2%	10.8%
2019	\$5,984,972	\$764,778	\$6,749,750	88.7%	11.3%
2020	\$5,807,083	\$743,535	\$6,550,618	88.6%	11.4%
5-Yr Savings	\$41,459,393	\$6,295,653	\$47,755,046	86.8%	13.2%
3-Yr Savings	\$16,056,149	\$2,025,120	\$18,081,269	88.8%	11.2%
5-Yr Avg Savings	\$8,291,879	\$1,259,131	\$9,551,009	86.8%	13.2%
3-Yr Avg Savings	\$5,352,050	\$675,040	\$6,027,090	88.8%	11.2%

PPL Acquisition of Narragansett

Division Docket No. D-21-09

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2016	\$13,970,165	\$2,990,596	\$16,960,761	82.4%	17.6%
2017	\$11,433,079	\$1,279,937	\$12,713,016	89.9%	10.1%
2018	\$4,264,095	\$516,807	\$4,780,902	89.2%	10.8%
2019	\$5,984,972	\$764,778	\$6,749,750	88.7%	11.3%
2020	\$5,807,083	\$743,535	\$6,550,618	88.6%	11.4%
5-Yr Savings	\$41,459,393	\$6,295,653	\$47,755,046	86.8%	13.2%
3-Yr Savings	\$16,056,149	\$2,025,120	\$18,081,269	88.8%	11.2%
5-Yr Avg Savings	\$8,291,879	\$1,259,131	\$9,551,009	86.8%	13.2%
3-Yr Avg Savings	\$5,352,050	\$675,040	\$6,027,090	88.8%	11.2%

EXHIBIT C

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

Docket No. D-21-09

National Grid USA and The Narragansett Electric Company's

Responses to Division's First Set of Data Requests

Issued on June 8, 2021

National Grid USA and The Narragansett Electric Company
Division 1-29

Request:

Please provide all correspondence and Documents related to the TSA between PPL, its affiliates, and National Grid.

Response:

Communications between PPL Corporation ("PPL"), its affiliates, and National Grid USA related to the Transition Services Agreement ("TSA") occur on a daily basis and would result in the production of thousands of Documents. On June 15, 2021, counsel for PPL, PPL Rhode Island Holdings, LLC, National Grid USA, and The Narragansett Electric Company ("Narragansett" and collectively, the "Applicants"), and the Rhode Island Division of Public Utilities and Carriers' Advocacy Section ("Advocacy Section") met to discuss various discovery issues, which included, in particular, the scope of certain data requests, such as Data Request Division 1-29. On June 22, 2021, the Advocacy Section provided guidance to the Applicants relating to the scope of data requests, generally, and agreed that the Applicants may use their sound judgment and the rule of reason in crafting responses to data requests and providing responsive documents, taking into account the Advocacy Section's goal of protecting customers when determining scope and relevancy.

Based on the scope and breadth of this request, National Grid USA and Narragansett have applied the rule of reason and used sound judgment in limiting the breadth and scope of documents produced in response to this request, and have considered the Division Advocacy Section's goal of protecting ratepayers in determining which documents related to the TSA it will produce.

Accordingly, National Grid is providing three documents that it believes are relevant to the communications between PPL and National Grid USA regarding the TSA. Please see Attachment NG-DIV 1-29-1-Confidential for a copy of a confidential Separation Blueprint dated January 2021, which is a working document that arose out of the series of joint workshop sessions between PPL and National Grid USA and details how Narragansett would be separated from National Grid USA post-closing. The Separation Blueprint formed the basis for the draft indicative schedules to the TSA, as of June 25, 2021 and as provided in Attachment NG-DIV 1-28-2-1 through Attachment NG-DIV 1-28-2-14. Please also see Attachment NG-DIV 1-29-2 for a presentation entitled "Joint TSA Readout & Day 1 Readiness Launch," dated May 26, 2021, which was presented at a joint readout session. This presentation summarizes the joint progress between PPL and National Grid USA to develop the TSA schedules and iterate on scope, as well as their discussions around the Day 1 planning activities, programmatic updates, and other planning considerations. Please also see Attachment NG-DIV 1-29-3 for a presentation entitled, "Joint IMO/TMO Kickoff", dated April 7, 2021, which includes the plan for the TSA as

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Responses to Division's First Set of Data Requests
Issued on June 8, 2021

communicated between National Grid USA and PPL at their joint workshop session on April 7, 2021.

Finally, please see National Grid USA and Narragansett's response to Data Request Division 1-28, which includes a detailed discussion of the TSA and Day 1 planning processes. As discussed above and in the response to Data Request Division 1-28, the work associated with the TSA currently is undergoing further review, refinement, and finalization, and National Grid USA and PPL are in daily communication around this effort. National Grid USA and Narragansett will supplement this response periodically throughout the pendency of this proceeding.

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Joint TSA Readout & Day 1 Readiness Launch

May 26, 2021

nationalgrid



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Session Objectives

Since the April 7th kick-off, teams have been jointly focused on developing TSA's and iterating on scope. In this sessions, we will:

- Review the current state of the TSA's and some considerations for Day 1 planning
- Introduce joint Day 1 planning activities, which will begin next week
- Share programmatic updates on the Regulatory filings, HR / Employee matters and IT planning considerations

Agenda

Topic	Timing (11:30 AM - 2:30 PM)
Welcome & Agenda <ul style="list-style-type: none"> ○ Safety message ○ Meeting Objectives ○ Recap of work to date 	5 min
Key Program and Cross-functional Updates <ul style="list-style-type: none"> ○ Regulatory Timelines ○ People ○ PPL IT Roadmap Update 	10 min
Day 1 Planning & Execution Launch <ul style="list-style-type: none"> ○ Plan to Close Timeline, Deliverables, Next Steps 	15 min
Team Readouts Workstreams report on Day One operating plan, TSAs required, and key open items	
<ul style="list-style-type: none"> ● Electric T&D ● Gas Operations ● Customer ● IT 	10- 15 min each
<ul style="list-style-type: none"> ● Finance & Accounting ● Audit & Controls ● HR ● HSE / Fleet / Training ● Supply Chain ● Facilities ● Security ● External Affairs ● Regulatory / Legal 	5 - 10 min each

Safety Message



May 2021 Dynamic Stretching

Complete the Dynamic Physical Readiness Routine at the top and spend a little extra time each day on the “stretch of the day” on the calendar below.

Daily Dynamic Warm-Up: Use a fluid motion to complete each exercise 8x.

Bear Hugs



Inhale as you open your arms out wide. Exhale as you cross your arms around you to give yourself a hug.

Neck Yes/No



Tilt head to one side. Move your head in a “yes” motion and then a “no” motion. Switch sides.

Shoulder Blade Squeeze



Arms relaxed at side in standing position. Complete exercise by squeezing shoulder blades together.

Lat Pullbacks



Start with arms extended, keeping elbows at shoulder level. Drive elbows back to feel scapula pinch.

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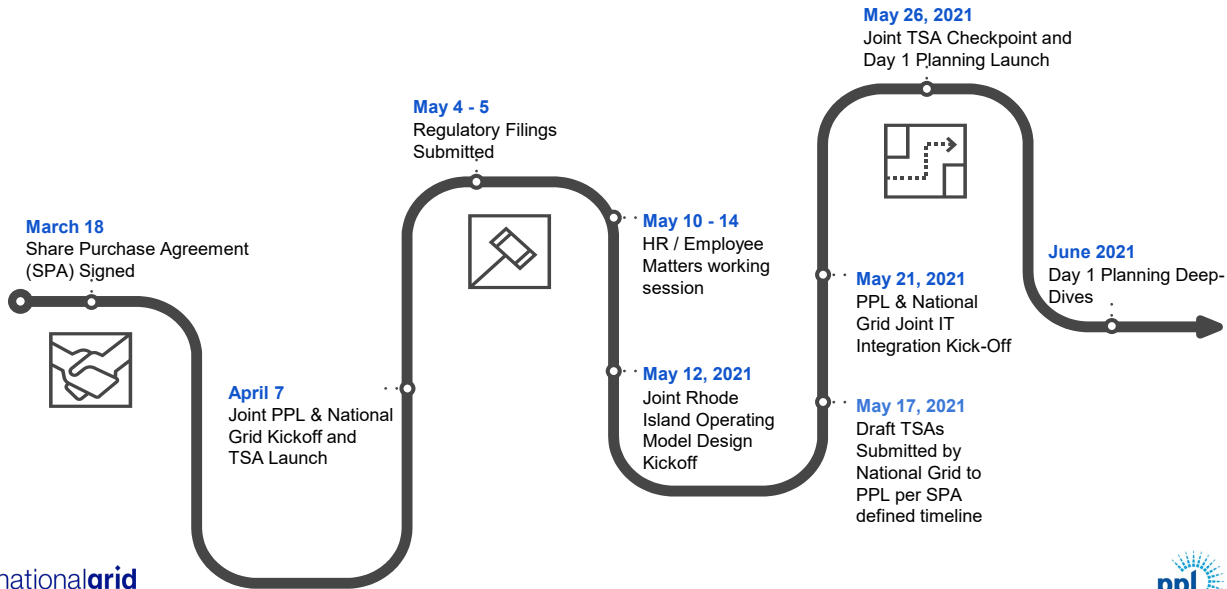
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Safety Message – COVID Isn't quite done with us yet...



- Life is getting back to normal but we are not quite there yet...
- National Grid is still in “Medium severity” and expected to remain so in NE until early July
- Collaboration sessions are not currently allowed under the NG COVID guidelines
- We are reviewing whether we can meet in person on a case by case basis if there is a critical need – more guidance to come
- In the meantime – stay safe!

Joint Progress Highlights



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Program & Cross-Functional Updates

Regulatory Filings

State	Federal				
Approval	Filing Details	After Filing	Filing Date	Target Approval	
RI Division of Public Utilities and Carriers (RI Division)	<ul style="list-style-type: none"> Joint Petition with witness testimony: Vince, Greg, Lonnie, Terry (NG) Petition includes stock purchase agreement and exhibits, but not TSA schedules of services 	<ul style="list-style-type: none"> Parties are the petitioners and the Division Advocacy Section Scheduling of pre-hearing conference anticipated within 2-4 weeks; it is anticipated procedural schedule will be set at pre-hearing conference Procedural schedule will include an intervention deadline 	May 5, 2021	6-9 months after filing	
MA Department of Public Utilities (waiver)	<ul style="list-style-type: none"> NG Petition requesting that MA DPU waive jurisdiction over the transaction because there will be no adverse impacts on MA utilities Supported by Affidavit from Bill Malee 	<ul style="list-style-type: none"> DPU will likely issue notice + provide opportunity for comment DPU may hold a hearing before deciding either to grant waiver, grant waiver w/ conditions, or – less likely - require full investigation/discovery/hearing process 	May 5, 2021	Law says DPU must act on waiver w/i 45 days – but in practice DPU may take 3-6 months	
Federal Energy Regulatory Commission (FERC)	<ul style="list-style-type: none"> Joint application for authorization under Section 203 of FPA 	<ul style="list-style-type: none"> Parties may petition to intervene at FERC FERC required to act within 180 days of filing 	May 5, 2021	4-6 months after filing	
Hart-Scott-Rodino (DOJ)	<ul style="list-style-type: none"> Each company files Notification and Report Form for Certain Mergers and Acquisitions 	<ul style="list-style-type: none"> 30 day waiting period begins at filing DOJ can effectively approve the transaction by allowing the waiting period to expire or – less likely – issue a 2nd request for further information 	May 4, 2021	30 days after filing	
Federal Communications Commission (FCC)	<ul style="list-style-type: none"> Seek approval of transfers of certain private carrier licenses associated w/ Narragansett operations 2 step process: approve (1) assignment of licenses from NG to Narragansett; (2) change of control to PPL 	<ul style="list-style-type: none"> Each step of process expected to take 2-4 weeks, in sequence (4-8 weeks total) 	May 4, 2021	60 days after filing	

HR / Employee Matters

PPL and NG HR personnel participated in numerous work sessions during the weeks of May 10, 17, and 24 to better understand the current benefits and vendors at NG and how we can offer comparable benefits in the aggregate. The companies share similar compensation philosophies, so we do not expect any major pay disruption. Our goal is to begin effects bargaining in June with the three locals in RI.

Workstreams involved in May work sessions:

Benefits (Health & Welfare)	Defined Contribution & Defined Benefit
Compensation	Labor Relations & Legal
Health Services	Payroll, HRIS, IT

Session goals:

- Further understand benefit plans, employee offerings, and Payroll / HRIS / IT interfaces
- Connect with existing vendors to explore plan replication for Day 1
- Aim to replicate the compensation & benefit plans / programs where possible
- Inform Day 1 and beyond strategy (e.g.TSA-exit) for all plans / programs
- Capture key changes & talking points for employee (union and non-union) communications on both short-term and long-term strategy relating to compensation and benefits
- Capture risks, verify dependencies, and identify any potential impacts to TSA schedules
- Communicate recommendations for all plans, coordinating with labor and legal

Technology Considerations

- Narragansett does not have dedicated IT systems supporting its business, making the technology migration from National Grid a complex undertaking
- The IT workstream has begun developing a technology capability plan focused on high priority applications

Guiding Principles



Utilize common platform: integrate systems and consolidate across functions where feasible



Simplify processes: systems should utilize a streamlined core platform to reduce unnecessary complexity



Enable growth: systems should be infinitely scalable for future acquisitions and expansion activities

Current IT Considerations

- **Finance:** Plans to use Rhode Island as greenfield installation for future state common platform to enable finance capabilities
- **Customer Billing:** Evaluate creating separate CSS instance for Rhode Island as compared to implementing a shared CIS solution as future platform
- **SCADA / Energy Management:** Plan to use Pennsylvania's GE system and extend to Rhode Island
- **Gas Operations:** Utilize common SCADA vendor and ESRI for GIS in RI - complexities and additional capabilities require further assessment
- **Work Optimization:** Incorporate Infor deployment and evaluate integration risks associated with accelerated pace of development

IT - Day 1 User Experience

Preliminary

Narragansett Users Will Experience

- A safe and secure environment for both IT and OT assets
- Access to PPL's Sky platform for employees conveying with the transaction
- Access to business applications required to support operations under TSAs
- Limited access to collaboration tools (e.g. sharepoint)
- PPL Email and calendar functionality

Narragansett Users Will NOT Experience

- Interruptions to critical applications or IT infrastructure
- Overly lengthy wait times for IT support
- Fully integrated network or integrated business systems **between** entities
- Mobile device access to **both** PPL and National Grid apps

The Day 1 IT User Experience is evolving,
with design being finalized in mid-late June

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Day 1 Planning & Execution

Plan Forward to Close

Day 1 Planning & Execution (IMO/TMO)

- Confirm & develop how each process will be supported on Day 1 (TSA, Absorb/Replace)
- Day 1 process design
- Day 1 Op Model / Org Design

TSA

- Refine TSAs
- Create pricing framework
- Develop plans for TSA Execution & Exit

Technology Roadmap (IT)

- Determine NG/PPL IT cutover strategy
- Prepare for Day 1 TSA services (design and build)
- Data cleansing and load to PPL landing site

Staffing Selection, Comps & Ben (People)

- Determine critical policies to ring fence employees
- Review talent for select roles and identify replacements for rejected offers
- Assist setup of new benefits plan

Org Enablement (Chg & Comms)

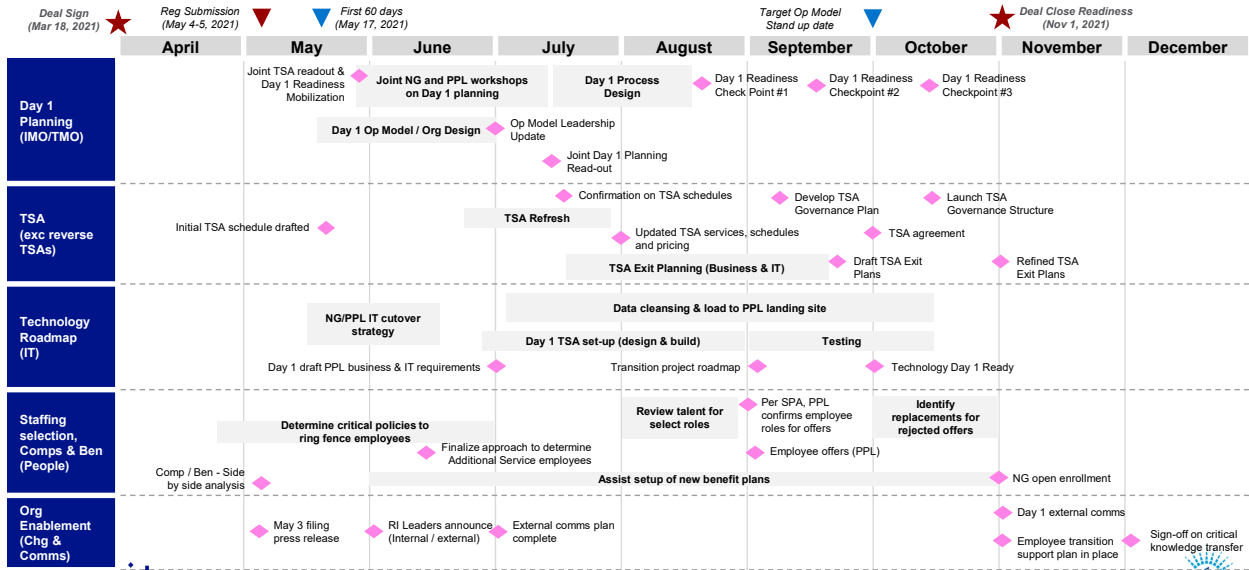
- RI leaders announcement
- External comms plan
- Day 1 external comms; employee transition support plan



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Plan-to-Close: Joint Milestones



List of Joint Checkpoints - Day 1 Planning

Joint Check-Points / Deliverables	IMO / TMO Input	Functional Team Input	Timing
Operating Model leadership update	<ul style="list-style-type: none"> Regulatory Update Plan-to-close timeline, key deliverables, checkpoints Key decisions HR / People / Change & Comms / IT Updates 	<ul style="list-style-type: none"> Refined Day 1 Operating Model (absorb / replace vs. TSA) by PPL sub-function / process area Critical Day 1 requirements to enable Operating Model 	Late June
Joint Day One Requirements Readout	<ul style="list-style-type: none"> Templates and direction for documenting current state and Day One requirements Interdependencies with other functional areas 	<ul style="list-style-type: none"> Working sessions with the functions on understanding current state of the business Functions to define their joint Day One requirements 	Mid July
Day 1 Readiness Checkpoint #1 (Day 1 Blueprint)	<ul style="list-style-type: none"> Regulatory Update IT Testing Schedule TSA Refinement guidance 	<ul style="list-style-type: none"> Progress-to-date of Day 1 process designs and any next steps to drive completion Critical Day 1 milestones / requirements and progress Open risks, decisions, issues and dependencies 	Mid Aug
Day 1 Readiness Checkpoint #2	<ul style="list-style-type: none"> Regulatory Update TSA Refinement Updates Systems & UAT Testing Updates Employee Onboarding & Communications 	<ul style="list-style-type: none"> Critical Day 1 Process walkthroughs (e.g. record-to-report, meter-to-cash, procure-to-pay) Critical Day 1 Milestones update Open risks, decisions, issues and dependencies 	Mid Sep
Day 1 Readiness Checkpoint #3	<ul style="list-style-type: none"> Regulatory Update Close Week Timeline & Command Center Stand-Up UAT update and readiness / Hypercare plan TSA Governance Roll-out 	<ul style="list-style-type: none"> Critical Day 1 Milestones update, next steps Open risks, decisions, issues and dependencies 	Mid Oct

Day 1 Planning - Functional Deep Dives

Overview of Approach:

- These workshops will be more granular, focusing on sub-functions, processes, activities, contracts, tools & systems
- Teams will subdivide and bring in SMEs as required. Workshops can run in parallel for efficiency.
- Initial focus is on understanding National Grid's current state operations and key differences with PPL, (especially driven by regulatory, compliance or safety requirements)

The Current State Analysis Outputs:

- 1 Understanding / documentation of National Grid current state
- 2 Updated view on Day 1 functions to be absorbed by PPL
- 3 Updated view on functions / processes requiring TSAs

These are key inputs for

- Day 1 Workplans - Initial Focus
- TSA Updates
- Future State Fit-Gap & Design
- Change Management

Current State Analysis Roles:

- 1 National Grid Separation Team
 - Document current state National Grid operating model and entanglements
 - Provide SMEs required to communicate detailed analysis of current state
- 2 PPL Integration Team
 - Determine structure of meetings based on charter / taxonomy
 - Bring the right resources that can understand differences in current state processes and impacts
- 3 Integration / Separation Support (PwC)
 - PwC NG team to document current state overview
 - PwC PPL to help facilitate current state workshops
 - PwC PPL to maintain documentation to facilitate output of the workshops

Day 1 Requirements & Workplans

Illustrative - Non-Exhaustive



Sub-Function

Key efforts of work within a function with potential dependencies across other functions / sub-functions

Requirement / Milestones - WHAT

Each function to define specific objectives / milestones that are **required** to enable execution of critical activities

Key Activities / Tasks - HOW

Each objective / milestone will have a discrete set of activities that the function will define and utilize for their own progress reporting and issue identification.

Transition Service Agreements (TSAs)

TSA Progress to-date

- There are currently **119 TSAs** identified across 12 functions¹
- **All TSAs** have gone through a first iteration of edits, with ongoing edits planned throughout the coming months²
- National Grid and PPL teams engaged in **>50 joint TSA refinement session**
- For now, we will **hold off on making regular updates** to the formal TSA's

Next Steps

- A process will be put in place to **capture suggested updates** to the TSA service schedules
- This will involve a **central log**, with alignment to back specific TSA #s
- Proposed updates / changes can include:
 - Additional scope detail or removal
 - Specifics on reports, data, frequency, timing as required
 - Net new TSAs services
- The combined log will be leveraged **starting in July** to drive bulk updates to current TSAs schedules and inform updated TSA pricing

¹. Final number of TSAs subject to change

². HR, IT and Regulatory TSAs edits are currently being finalized by National Grid

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Functional Team Readouts

Functional Readout Guidance

#	Function	PPL Speakers	Start	Finish
1	Electric T&D	Joel Eline, Dave Gladey	12:00	12:15
2	Gas Operations	Joe Ryan	12:15	12:30
3	Customer	Phil Walnock	12:30	12:45
4	IT	Matt Green	12:45	1:00
5	Accounting	Steve Breininger, Marlene Beers	1:00	1:20
	Finance / Treasury	Tadd Henninger		
	Tax	Andrew Elmore		
	Risk Management	Yan Gao		
6	Audit & Controls	Renaë Yaeger	1:20	1:25
7	HR	Angie Gosman	1:25	1:35
8	HSE / Fleet / Training	Paul Ward	1:35	1:50
9	Supply Chain	Bill Pettit	1:50	2:00
10	Facilities	Steve Breininger	2:00	2:05
11	Security	Ed Wurster	2:05	2:15
12	External Affairs	Mark Miller, Nikki Jones	2:15	2:20
13	Regulatory / Legal	Ron Reybitz, Steve Breininger	2:20	2:25

Readout Guidance

Functional team designee(s) to walk through readout template focusing on:

- Overview of operating plan for Day 1
- Critical TSAs and Day 1 projects expected
- Key dependencies and cross-functional downstream impacts

Time allowing, Q&A can be taken at end of each functional read -out

Please be mindful of your allocated time to ensure meeting proceeds per Agenda

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Readout: Electric T&D

TSA Report-out Summary: *Electric T&D*

TSA Roll-up

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 17
<ul style="list-style-type: none"> In general, sub-functional areas will be PPL RI resources utilizing NG processes and IT platforms on Day 1 Organizational areas using PPL PA resource to support RI have been identified Further deep-dives into functional area responsibilities and resources is required to ensure all process or business areas are addressed 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Eng & Asset Mgmt <ul style="list-style-type: none"> Field engineering T&D planning & AM Dx line design Sub eng & design Tx line eng & design Protection, control, metering, telecom Standards and attachments 	<u>TSA</u> <ul style="list-style-type: none"> TSAs provide the engineering and asset management services. Includes high-level functions of system studies, identification and initiation of work, eng & design, standards, troubleshooting, interconnections, and records update across 6 TSAs <u>Day 1</u> <ul style="list-style-type: none"> Dx Planning, AM and Engineering resources are planned to be semi-integrated Day 1, Tx Planning and attachments have support from other central NG organizations and will continue until these are integrated. AM functions are supported by NG engineering departments 	TSAs: 6 total TSAs Only gap identified is for current NG Data Services function. This may not be needed depending on day 1 IT strategy. Day 1: Resource integration is anticipated with unknown tool and system plan. Anticipate organizationally separating field, design and maintenance functions into discrete orgs – like PPL organization.
Project Mgmt <ul style="list-style-type: none"> Project management Project development Project controls Invest. management Construction supervision 	<u>TSA</u> <ul style="list-style-type: none"> Covers project management, project development, project controls, construction management, portfolio management and estimating. <u>Day 1</u> <ul style="list-style-type: none"> Project management functions will be managed out of RI to cover all “large” projects and continued support of current PM projects. 	TSAs: (TSA 075A,076) TSA covers project management functions but currently missing construction management and project control responsibilities, additional review is needed. Day 1: Project and construction management will be managed out of RI, need to finalize the construction responsibilities of this group.

TSA Report-out Summary: *Electric T&D*

TSA Roll-up

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Field Operations <ul style="list-style-type: none"> Overhead & UG Substation Protection & Control (PTO) Forestry Resource Plan. Cust. Meter Srv Regional admin 	<u>TSA</u> <ul style="list-style-type: none"> TSAs provide the support and regional management structure to support field crews (Line, sub, secondary network), meter reading, along with protection and telecom organizations. <u>Day 1</u> <ul style="list-style-type: none"> All resources will be integrated on day 1: regional Dx Line/M&E, relay test (PTO), work management (resource planning), meter services and vegetation. Tx line crews will be contracted resources. 	TSAs: (TSA 74B, 077 & 80) Need to ensure crew oversight and continued training is covered, regional admin support structured like PA, IT tools needed for field crews needs to be understood Day 1: Resource integration is anticipated with unknown tool and system plan. ~20 NG BU Tx line crews support RI, recommendation to not bring over and to contract out similar to PA strategy. Metering is coordinated with CS.
T&D Control Center <ul style="list-style-type: none"> TCC & DCC 	<u>TSA</u> <ul style="list-style-type: none"> TSA ensures the system control is provided by NG for Distribution, sub-transmission, and transmission systems <u>Day 1</u> <ul style="list-style-type: none"> TCC operations will be maintained by NG until PA TCC can transfer control into TMS DCC resources planned to be integrated to PPL on day 1. RI DCC will be operated and managed by PPL utilizing the NG DMS system 	TSAs: (TSA 078) Need to finalize the language in the TSA to ensure NG DMS can be utilized by our RI DCC Day 1: Considerable work is needed to stand up a distribution control center. Day 1 activities will be limited with needed support provided from NG for Tx and Dx control center functions.

TSA Report-out Summary: *Electric T&D*

TSA Roll-up

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
NERC Compliance	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA covers the NERC compliance program as well as the Northeast Power Coordinating Council (NPCC). Consultation and resource support to provide documentation or respond to compliance issues and questions. <p><u>Day 1</u></p> <ul style="list-style-type: none"> Compliance will be integrated day 1 by PA operations. 	<p>TSAs: (TSA 081) No significant gaps</p> <p>Day 1: Review of compliance documents, open compliance findings or recommendations as well as any settlement areas. Require OGC review of reducing compliance exposure on any past RI findings.</p>
Mapping & Records	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA covers GIS and non-GIS records management and retention <p><u>Day 1</u></p> <ul style="list-style-type: none"> Mapping and records functions will remain with NG until integrated into the PPL systems. Service only needed while utilizing NG systems. 	<p>TSAs: (TSA 79) No significant gaps</p> <p>Day 1: GIS system review and records data structure to determine how it will be migrated into PPL systems or a new system.</p>

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Electric T&D - Expanded Summary TSA

TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Asset Management <ul style="list-style-type: none"> T & D Planning Interconnection Attachments Asset Strategy 	<u>TSA</u> <ul style="list-style-type: none"> TSA provides coverage for the asset management functional areas to plan, interconnect, 3rd party attachments/street lighting <u>Day 1</u> <ul style="list-style-type: none"> D Planning, T/D asset strategy and interconnections resources will be integrated day 1 but unknown when IT plan support elimination of TSA. 1 T Planning and attachments <u>resources will not</u> be integrated on day 1. TSA will still be needed for resources and IT systems until data migration can occur. T regulatory will be provided by PPL PA on day 1 with position in RI for ISO-NE. 	TSAs: (TSA 070 & 71) Provides the necessary functions until integrated, Regulatory support are embedded into this organization, need to ensure no gaps in this area. Day 1: Attachments and interconnection are not fully centralized and requires further understanding of current NG process and data
Field Engineering <ul style="list-style-type: none"> None Complex design Customer complaints Secondary network design Regional planning Interconnection support 	<u>TSA</u> <ul style="list-style-type: none"> Multiple TSA's cover field engineering functional areas, priority of this area is customer complaints, engineering system response, regional planning, line settings, and interconnection studies. <u>Day 1</u> <ul style="list-style-type: none"> Assuming people will be supporting activities on day 1 but unknown when IT plan support elimination of TSA. 	TSAs: (TSA 070) No gaps are identified at this time Day 1: Regulatory involvement as well as responsibilities for regional planning will need to be clarified. Additional work will be needed in the future to define their role with PPL engineering, standards and central planning.

TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Engineering <ul style="list-style-type: none"> T & D Line design Substation Engineering Protection and Control Design Secondary Network Design Fiber/Telecom Design Maintenance 	<u>TSA</u> <ul style="list-style-type: none"> TSA's cover overall engineering responsibilities including T & D line design, substation design, protection and control design, secondary network, fiber/telecom design. In addition, design engineering is responsible for asset replacements both planned and emergent. <u>Day 1</u> <ul style="list-style-type: none"> Engineering resources to support RI will be separated Day 1, supporting originations such as real estate, right-of-way, GIS and record retention will continue with NG until integrated 	TSAs: (TSA 071, 72.76 & 79) No significant gaps, work continues to identify IT platform support required for engineering and support organizations that will need to be integrated or addressed (records, GIS, permitting etc.) Day 1: Level of central engineering versus field engineering is still needed to understand Day 1 resources. IT platforms and data structure and systems to manage assets as we look to centralize engineering
Standards <ul style="list-style-type: none"> T line Standards D Line Standards Substation Standards Equipment Standards 	<u>TSA</u> <ul style="list-style-type: none"> TSA covers consultation on standard areas needed to support RI operations <u>Day 1</u> <ul style="list-style-type: none"> Standards will be fully integrated on Day 1. No NG required. Consultation service will be provided by NG as needed for PPL to manage and issue standards. 	TSAs: (TSA 73A) No gaps are identified at this time Day 1: Codes and standards will need to be transferred into our system, Open area is to review how standards are issued to the field and what level of legacy versus current standards should be obtained by PPL.

TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Meter Data Services & Meter Shop	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA's cover responsibilities around managing meter inventory and distribution as well as meter data services. <p><u>Day 1</u></p> <ul style="list-style-type: none"> RI meter data services will be integrated while the meter shops will remain with NG as a centralized location. Further discussion in this area has not occurred to fully understand difference in resources between RI and NG centralized meter services. Further coordination with CS is required to ensure responsibility areas. 	<p>TSAs: (TSA 74B, 80) No significant gaps identified, centralized NG meter shops and management of metering needs to be further discussed as well as any gas meter services & CS role.</p> <p>Day 1: At this time meter services for RI will remain in RI with support from centralized NG meter shops for inventory and distribution. Further review is required as well as alignment with customer service and gas operations to ensure all metering functions are identified</p>
T&D Control Center	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA ensures the system control is provided by NG for Distribution, sub-transmission, and transmission systems <p><u>Day 1</u></p> <ul style="list-style-type: none"> TCC operations will be maintained by NG until PA TCC can transfer control into TMS DCC resources planned to be integrated to PPL on day 1. RI DCC will be operated and managed by PPL utilizing the NG DMS system 	<p>TSAs: (TSA 078) Need to finalize the language in the TSA to ensure NG DMS can be utilized by our RI DCC</p> <p>Day 1: Considerable work is need to stand up a distribution control center. Further exploration and discussion is need to understand issues/considerations needed to allow PPL operators to use NG Dx EMS.</p>

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TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Project & Construction Management	<p><u>TSA</u></p> <ul style="list-style-type: none"> Covers project management, project development, project controls and estimating. <p><u>Day 1</u></p> <ul style="list-style-type: none"> Project management functions will be managed out of RI to cover all distribution and transmission projects. 	<p>TSAs: (TSA 076) TSA covers project management functions but currently missing construction management and project control responsibilities, additional review is needed.</p> <p>Day 1: Project and construction management will be managed out of RI, need to finalize the construction responsibilities.</p>
Field testing and Lab (Shops)	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA covers the field testing of cable and other equipment along with the testing shops that perform rubber goods testing and equipment testing such as bucket trucks <p><u>Day 1</u></p> <ul style="list-style-type: none"> Field testing will be a RI integrated function, the electric shops will be supported out if the NG central facility until integrated 	<p>TSAs: (TSA 73B) No gaps are identified at this time</p> <p>Day 1: Need to further identify electric shop services that are not covered by the TSA such as hot stick testing, dole testing etc.</p>

TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
NERC Compliance	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA covers the NERC compliance program as well as the Northeast Power Coordinating Council (NPCC). Consultation and resource support to provide documentation or respond to compliance issues and questions. <p><u>Day 1</u></p> <ul style="list-style-type: none"> Compliance will be integrated day 1 by PA operations 	<p>TSAs: (TSA 081) No significant gaps</p> <p>Day 1: Review of compliance documents, open compliance findings or recommendations as well as any settlement areas. Require OGC review of reducing compliance exposure on any past RI findings</p>
Mapping & Records	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA covers GIS and none GIS records management and retention <p><u>Day 1</u></p> <ul style="list-style-type: none"> Mapping and records functions will remain with NG until integrated into the PPL systems 	<p>TSAs: (TSA 79) No gaps are identified at this time, further understanding of GIS management and impact to systems is needed</p> <p>Day 1: .GIS system review and records data structure to determine how it will be migrated into our systems or a new system</p>

TSA Expanded Summary: *Electric T & D*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Work Management <ul style="list-style-type: none"> Investment management Workplan development Resource planning 	<u>TSA</u> <ul style="list-style-type: none"> TSA's address the functional areas of work managements to cover the portfolio management, resource planning, investment management to workplan development <u>Day 1</u> <ul style="list-style-type: none"> The work management areas will be integrated day 1, centralized NG functions (permitting, portfolio management, common work management functions) will still be required to support this team until fully integrated. 	TSAs: (TSA 075A & 75B) No significant gaps, work management areas that are centralized out of NG still require further discussion and understanding. For example, are there any current projects that will be turned over to this organization. Day 1: Current level of work management functions supported by a centralized NG organization that will not be integrated as well as further understanding if the investment planning and portfolio management functions
Aviation and Inspection	<u>TSA</u> <ul style="list-style-type: none"> TSA covers aviation planned inspections <u>Day 1</u> <ul style="list-style-type: none"> Day 1 has not been reviewed at this time 	TSAs: (TSA 83) No gaps are identified at this time Day 1: Need to understand current aviation program scope as related to T compliance and D line inspections. Anticipate contracting this service Day 1.

TSA Report-out Summary: *Electric T & D*

Key Cross-Functional Dependencies

- **IT:** T&D IT platforms required to support integration (GIS, Cyme, RI-DMS, OMS etc.)
- **Supply Chain:** Understanding of material ordering and distribution
- **Customer service:** Interconnection process, customer complaints, new service request and metering

Next Steps

- Understanding of IT platforms and current data structure (in progress) as well as integration schedule
- Continue discussions for identified gaps and continued development of detailed organization structure
- Finalize TSA's based on Day 1 requirements

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Readout: Gas Operations

TSA Report-out Summary: *Gas Operations*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 19
<ul style="list-style-type: none"> Every sub-function under Gas Ops has a TSA in place to provide support. Exclusions and bundled services are not identified yet in TSAs Additional understanding will be required by PPL of Day 1 systems, training requirements, people, and processes employed by NG 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Field Ops – Leak repair, main & service maintenance, valve inspection and repair, meter change / protection, meter installs, Gas Meter Shop, emergency response, turn on/off, damage prevention, leak survey, inside inspections, inactive service, CI encroachment	<u>TSA</u> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA (e.g. back-office, clerical admin/dispatch) Execution work performed by contractors / Business partner field workers are provided under the TSA <u>Day 1</u> <ul style="list-style-type: none"> Bargaining Unit (BU) field workers and some supervision will become PPL employees on Day 1, and will carry out execution of sub-functions 	TSAs (GO): 087, 090, 093, 094, 096 Day 1: New contracts will be required for contracted / Business Partner field workers
Engineering – Distribution Engineering, LNG Engineering, Facilities and I&C, Asset Info / Mapping, Design / Drafting, ROW Engineering	<u>TSA</u> <ul style="list-style-type: none"> Engineering and Design work performed by contractors / Business partner are provided under the TSA All support activities within each sub-function are included as part of a TSA <u>Day 1</u> <ul style="list-style-type: none"> Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	TSAs (GO): 085, 092A Day 1: We are unsure if BU Mapping employees will convey Day 1

TSA Report-out Summary: *Gas Operations*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Engineering – Corrosion Control	<p><u>TSA</u></p> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <p><u>Day 1</u></p> <ul style="list-style-type: none"> Corrosion Control - Bargaining unit field workers from NG will become PPL employees on Day 1. Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	<p>TSAs (GO): 085</p> <p>Day 1: New contracts will be required for contracted / Business Partner field workers</p>
Asset Mgmt. – DIMP, TIMP, Pressure Regulation Facility Programs, Reliability System Planning / Asset Replacement Planning	<p><u>TSA</u></p> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <p><u>Day 1</u></p> <ul style="list-style-type: none"> Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	<p>TSAs (GO): 086, 087</p> <p>Day 1:</p>
Investment Planning, Performance Analytics/Metrics	<p><u>TSA</u></p> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <p><u>Day 1</u></p> <ul style="list-style-type: none"> Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	<p>TSAs (GO): 087</p> <p>Day 1: We will need to coordinate Investment planning activities</p>

TSA Report-out Summary: *Gas Operations*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Resource Mgt., Work Order Mgt. & Dispatch	<u>TSA</u> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <u>Day 1</u> <ul style="list-style-type: none"> NG will provide services (including supervision and management) 	TSAs (GO): 087 Day 1: Dispatching - we are unsure if BU Dispatching employees will convey Day 1
Gas Complex Construction – Project Mgt., Construction Oversight, Contract Mgt., Permitting & Stakeholder Activities, Project Controls	<u>TSA</u> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <u>Day 1</u> <ul style="list-style-type: none"> Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	TSAs (GO): 088 Day 1: New contracts will be required for contracted / Business Partner field workers
Pipeline Safety & Compliance – Operator Qualification, QA/QC & Continuous Improvement, Work Methods/Standards, PSMS, Compliance Oversight	<u>TSA</u> <ul style="list-style-type: none"> All support activities within each sub-function are included as part of a TSA <u>Day 1</u> <ul style="list-style-type: none"> Assuming available personnel will be supporting activities on Day 1 but unknown when IT systems plan supports elimination of TSA. 	TSAs (GO): 089 Day 1: We are unsure how OM&I policies, procedure & standards will convey Day 1

TSA Report-out Summary: *Gas Operations*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Gas Control – Gas Control Center / SCADA, Control Room Mgmt., I&R Ops, LNG Trucking & Dispatch	<p><u>TSA</u></p> <ul style="list-style-type: none"> All gas control activities (system monitoring, gas nomination confirmation, LNG plant monitoring and communication of needs, coordination / communication with I&R) to be included as part of a TSA. <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG will be providing services (including supervision and management). 	<p>TSAs (GO): 091 - We will likely require additional transition services after expiration of Gas Control Center / SCADA TSA</p> <p>Day 1:</p>
Gas Procurement - Load Forecasting, Energy Transaction (Physical and Financial), Gas Procurement, Retail Choice	<p><u>TSA</u></p> <ul style="list-style-type: none"> All Gas Forecasting, Procurement, and Retail Choice functions to be included as part of a TSA <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG will be performing all Gas Forecasting, Procurement, and Retail Choice functions on Day 1 	<p>TSAs (EP): 101, 102, 103A, 103B, 104</p> <p>Day 1: PPL requires additional understanding of Day 1 systems, training requirements, people, and processes employed by NG</p>

TSA Report-out Summary: *Gas Operations*

Key Cross-Functional Dependencies

- Procurement/Supply Chain: Understanding contract review and assignment / termination process
- Supply Chain: Understanding of material warehousing
- Training/Emergency Response: Understanding of Gas training/OQ facility logistics, specialized compliance training execution
- Environmental Compliance: Understanding of technical field and compliance support for gas projects
- IT: Ensuring an understanding of Gas Operations systems for Day 1. Identification of existing in-house Gas Operations systems for Day 1

Next Steps

- We will need to continue TSA refinement to identify systems, training requirements, people, and processes employed by NG

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Readout: Customer Service

TSA Report-out Summary: *Customer Service*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 17
<ul style="list-style-type: none"> RI will continue to use NG applications / systems until PPL systems are established TSA for customer digital transformation will likely not be needed 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Customer Billing Operations	<p>TSA - 001-BS: Customer Billing Operations</p> <ul style="list-style-type: none"> Manage implementation of changes to CSS for billing to reflect process changes, tariff changes, regulatory requirements, financial requirements etc. Manage delivery and implementation of letters, messaging and actual customer bills Billing analytics <p>Day 1: PPL logo will be needed on bills sent on Day 1.</p>	<p>TSA: Up to 24 months for systems and resourcing.</p> <p>Day 1: Customer bills tied to Day 1 branding effort for PPL. Additional considerations for branding include web, IVR voice, and CS programs.</p>
SAP (Non-Utility) Billing Operations	<p>TSA - 002-BS: SAP (Non-Utility) Billing Operations</p> <ul style="list-style-type: none"> 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 	<p>TSA: Up to 24 months for systems and resourcing.</p> <p>Day 1: Non-Utility bills tied to Day 1 branding effort for PPL.</p>
Payment Processing	<p>TSA - 003-BS: Payment Processing</p> <ul style="list-style-type: none"> Provide services necessary for timely and appropriate customer payment processing. 	<p>TSA: Up to for 24 months for systems and resourcing.</p>

TSA Report-out Summary: *Customer Service*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Credit & Collections	TSA-004 BS: Credit & Collections <ul style="list-style-type: none"> Collection strategy to include letters, outbound calls, use of 3rd party agencies. Report uncollectible and write offs Regulatory Compliance 	TSA: Up to 24 months for systems and resourcing.
Revenue Assurance	TSA-005-BS: Revenue Assurance <ul style="list-style-type: none"> Revenue protection in regional metering and some CCC Back Office(this process is about identifying potential theft thru meter data analysis. Develop and implement strategy to act on identified theft of services / diversion or other revenue losses. Perform case management. Leverage data / insights to identify diversions and potential revenue loss. 	TSA: Up to 24 months for systems and resourcing. TSA: This covers admin part of Rev Pro; field activities covered under different TSAs.
Financial Transactions	TSA-006-BS: Financial Transactions <ul style="list-style-type: none"> Bankruptcy (BK) Protections Receiverships Tax Exempt Revenue Assurance Back-billing 	TSA: Up to 24 months for systems and resourcing.
High Volume Residential billing	TSA-008-BS: High Volume Residential billing <ul style="list-style-type: none"> CCC Billing Back office and Billing Operations (Billing assistants and CSR's). Manual exceptions to correct billing exceptions and to establish new meters/accounts in CSS. 	TSA: Up to 24 months for systems and resourcing. Additional deep dive for further understanding on exceptions management handling and volumes.

TSA Report-out Summary: *Customer Service*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Complex Billing Account Management	TSA-009-BS: Complex Billing Account Management <ul style="list-style-type: none"> Perform meter / account investigations Provide accurate and timely billing and billing adjustments Gas Transportation/Special Handling Accounts Demand Billing Rate Changes/Time of Use Non-Regulated Power Producers (NPP's) 	TSA: Up to 24 months for systems and resourcing. Additional deep dive for further understanding on exceptions management handling and volumes.
Protections	TSA-010-BS: Protections <ul style="list-style-type: none"> Manage documentation provided by customer for financial hardship, proof of payment, handicapped, elderly, infant, serious illness, LIHEAP protection etc Generate usage reports, statements to fulfill usage, and statement requests Assess reconnect fees Create financial statements for financial hardship Transfer past dues balance from final accounts to active accounts 	TSA: Up to 24 months for systems and resourcing. Define a document retention and transfer process.
Service Applications Manager (SAM)	TSA-011-BS: Service Applications Manager (SAM) <ul style="list-style-type: none"> 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 	TSA: Up to 24 months for systems and resourcing. Additional deep dive for further understanding on exceptions management handling.

TSA Report-out Summary: *Customer Service*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Account Data Maintenance (ADM)	TSA-012-BS: Account Data Maintenance (ADM) <ul style="list-style-type: none"> The ADM team maintains both customer and service information to ensure that the accounts and services are upheld for accurate billing and customer satisfaction purposes. 	TSA: Up to 24 months for systems and resourcing. Additional deep dive for further understanding on exceptions management handling.
Advanced Consumption, Long-Term Estimates, Leave On For Landlord	TSA-013-BS: Advanced Consumption, Long-Term Estimates, Leave On For Landlord <ul style="list-style-type: none"> Advanced Consumption team manages the process of connecting a customer in the office to an active meter in the field to ensure accurate billing. <ul style="list-style-type: none"> Advanced Consumption Long Term Estimates (LTE's) Leave on for Landlord (LOFL) 	TSA: Up to 24 months for systems and resourcing. PPL term is CIMs. Additional deep dive for further understanding on exceptions management handling.
Customer Metering Services	TSA-040-CS: Customer Metering Services <ul style="list-style-type: none"> Electric (+ Gas) Meter reading Electric only: New service/meter installs and connects and reconnects Disconnects of service - both voluntary and involuntary Service termination notices Meter investigations Field meter cage organization 	<ul style="list-style-type: none"> TSA: Day 1 PPL mgmt. and resourcing responsibility. TSA: 3-6 month knowledge transfer TSA, if needed. Day 1: NG systems and technology will be needed until PPL systems in production. Group part of T&D Electric at NG.

TSA Report-out Summary: *Customer Service*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Customer – Sales and Solutions	<p>TSA -038-CS: Customer Sales and Solutions</p> <ul style="list-style-type: none"> Electric + Gas complex new service (requires work) - 3PH, relocations, interconnections; part of PPL Distribution Planning and Regional Operations <p>Day 1:</p> <ul style="list-style-type: none"> Local Gas and Electric Connections Teams/CEI Team (Interconnections), Sales & Solutions Teams (Account management/sales) PUC/Escalated Complaints. USAS Electric and Gas Connections Central Support only (From Electric Business Unit and Gas Business Unit) 	<ul style="list-style-type: none"> TSA: likely Day 1 PPL mgmt. and resourcing responsibility TSA: Additional deep dive to confirm PPL understanding of electric + gas connections across the full process. Day 1: NG systems and technology will be needed until PPL systems in production.
Customer – Growth and Marketing	<p>XXX-CS: Marketing and Growth</p> <ul style="list-style-type: none"> CS Programs: Energy Efficiency - measurement /verification/ studies/ marketing/ execution; EVs; DER; low-income customer assistance <p>Day 1: Strategic Marketing, Energy Innovation Hub, Commercial Portfolio Performance, Market Intelligence, Energy Efficiency/Demand Response, Electric Vehicles, Distributed Energy Resources-, Low- and Moderate-Income Strategy</p>	<ul style="list-style-type: none"> TSA: Day 1 PPL mgmt. and resourcing responsibility. TSA: 3-6 month knowledge transfer TSA, if needed. Day 1: Need NG systems until PPL systems in production. Day 1: Corporate Communications handles branding, marketing, market research for Customer Service programs. Day 1: Likely not moving forward with Sustainability Hub. Day 1: Additional deep dive needed across programs on process handling roles.

TSA Report-out Summary: *Customer Service*

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Call Center	TSA-039-CS: Call Center Operations <ul style="list-style-type: none"> • Call center functions • Customer Advocacy • Workforce Management • Vendor Management • Training • Call center communications • Quality Assurance 	<ul style="list-style-type: none"> • TSA: Up to 24 months for systems and resourcing. • PPL focus will be on systems, people and process as part of detailed work plan..
Customer Transformation	TSA-XXX-CS: Customer Transformation <ul style="list-style-type: none"> • NG digital transformation group is centralized for NE and NY 	<ul style="list-style-type: none"> • TSA: Not likely PPL will have this TSA,, further assessment in progress to validate

TSA Report-out Summary: *Customer Service*

Key Cross-Functional Dependencies

Dependencies on other functions, inclusive of IT

- Solutioning with **Supply Chain** for Vendors and outsourced functions across all CS areas.
- **Treasury / Cash Ops** for Billing Ops, Non-Utility Billing, Payment Processing, Financial Transactions
- Document retention and process to transfer supporting documentation will need to be defined – ie. Protections..
- **Meter Data Services and Meter Scheduling & Dispatch** for Customer Field Metering.
- **Corporate Communications** handling of branding, marketing, and market research for Customer Service billing and programs.
- **T&D Electric Design/Engineering and T&D Field Operations** for Gas & Electrical complex service connections.
- **Call Center work plan considerations** - IT systems being in place to route calls to agents CIS to complete transactions. Training staff availability to ensure agents are trained on PPL systems and tools. Workforce management is dependent on RI PPL agents being integrated in the PPL workforce management tools. Managing third party vendors for call handling is dependent upon proper set up and transition of vendor handled calls to PPL. Call center operations is dependent upon the staffing plan that is currently in discussion.

Next Steps

- Work with **EU Comms** to prepare branding areas – bills, web, IVR, programs (EE&C).
- Support **IT** on customer technology and CSS/billing system implementations.
- Additional deep dives – **electrical and gas connections, growth and marketing**, and **contact center back office**.
- Finalize final draft of **CS org and staffing model** based on NG inputs and data.
- Build out **Day 1 workplan details** to task and deliverable level.

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Readout: IT

TSA Report-out Summary: *IT*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 12
<ul style="list-style-type: none"> Most sub-functions within IT have TSAs in place to provide support Access to current NG systems will be provided via TSA until data transfer is complete or systems are consolidated / standardized NG devices will continue to be used on Day-1; End User Device strategy to be discussed for the future state 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Customer Tech	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: IVR, Telephony, and CCC systems (incl. website) will be hosted and supported as-is under the TSA 	
Billing – Electric & Gas Bill Calculation & Generation	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: Billing done in CIS will be handled by NG as-is 	
Billing – Electric & Gas Rate Maintenance	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will provide maintenance and update of rates for electric & gas billing within the CIS system (including competitive supplier rates if applicable) 	
Billing – Electric & Gas Payment Processing	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will process payments received from customer bills as-is 	

TSA Report-out Summary: *IT*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
SCADA / Operational Systems – Application Support	<u>TSA</u> <ul style="list-style-type: none"> TSA #9 – IT EMS – SCADA Systems: NG will provide EMS / GMS services and maintain reports requested to RI 	
Business Application Services (Engineering & GIS, Asset Mgmt, WO & Supply Chain, Finance)	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will provide support for its critical commercial, operational, and corporate business system applications currently used by RI 	
Services & Infrastructure – Email & Collaboration	<u>TSA</u> <ul style="list-style-type: none"> TSA #3 – Collaboration Services (Email): NG will provide data exports of email services for key employees and route email messages to RI for an agreed upon period <u>Day 1</u> <ul style="list-style-type: none"> All RI employees will have and be sending as PPL email address while continuing to receive NG emails 	TSAs: The length for which RI employees stay on NG accounts needs to be defined
Services & Infrastructure – Networking Support	<u>TSA</u> <ul style="list-style-type: none"> TSA #3 – Networking Support: NG will provide various network management services to RI 	TSAs: Network connectivity options need to be evaluated

TSA Report-out Summary: *IT*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Services & Infrastructure – End User Services	<u>TSA</u> <ul style="list-style-type: none"> TSA #5 – Client Services: NG will provide its existing desktop support for company-supported hardware and software 	Day 1: Need to discuss how to deploy PPL capabilities on NG workstations / client devices
Services & Infrastructure – Servers, Storage, & Network Devices	<u>TSA</u> <ul style="list-style-type: none"> TSA #7 – Infrastructure Services: NG will continue to provide IT servers, storage, and network devices, and all controlled computing facilities 	
Services & Infrastructure – Data Center Operations	<u>TSA</u> <ul style="list-style-type: none"> TSA #4 – Data Center Services: NG will support data center computing infrastructure and manage floor space 	
Cybersecurity	<u>TSA</u> <ul style="list-style-type: none"> TSA #10 – Security Services: NG will maintain existing security systems, infrastructure, and processes for RI 	
EEX / Sky / HR – Sky Digital Home	<u>Day 1</u> <ul style="list-style-type: none"> PPL will provide access to Sky for RI employees and allow limited content to be viewed 	Day 1: RI employee record and ID required in HCM system to provide training access on Day-1. User accounts with access to EU resources also needed to scale data and automate users in Sky.

TSA Report-out Summary: *IT*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
EEX / Sky / HR – HR Data Conversion	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will continue to provide support for the HR ERP system 	TSAs: Specific processes to be defined
Data – Data Warehousing, Visualization & Reporting	<u>TSA</u> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will continue to support existing warehousing applications and reporting & analytics 	
Data – RI to PPL Data Migration	<u>TSA</u> <ul style="list-style-type: none"> TSA #12 – Exit and Migration Services: NG will provide support in migration of systems, including application troubleshooting, providing documentation, and facilitating exit from NG systems 	
Tech / Architecture – Integration	<u>TSA</u> <ul style="list-style-type: none"> Multiple TSAs – NG will continue to manage and support system integrations as part of overall system support 	
Tech / Architecture – Architecture, SDLC, Content Mgmt	<u>Day 1</u> <ul style="list-style-type: none"> PPL will absorb any decision relating to the RI IT operating and SDLC model on Day 1 PPL will absorb RI content into the target content platform 	

TSA Report-out Summary: *IT*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Metering – Meter Reading, Interfacing Data to Systems	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will continue to support existing NG metering systems and interfaces 	<p>TSAs: Need separate TSA to cover Metering</p> <p>Day 1: Understand NG’s method(s) for meter reading</p>
Service Management – Service Desk & IT Service Mgmt	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA #2 – Service Desk and Service Mgmt Integration Services: NG will continue to operate the Service Desk and report on events, incidents, and problems <p><u>Day 1</u></p> <ul style="list-style-type: none"> Provide employees access to both PPL and NG Service Desk RI users to be created in Cherwell system to distinguish NG vs. PPL record IVR to be updated to account for calls directed to NG vs. PPL Support 	<p>Day 1: Understand NG’s Service Desk operations and soft transfer options</p>
Service Management – IT Asset Mgmt	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA #1 – Business Application Services: NG will provide support for Asset Mgmt systems 	
Gas Systems – Application Support	<p><u>TSA</u></p> <ul style="list-style-type: none"> NG will continue to manage and support systems for the Gas business, until transition to PPL is complete 	<p>TSAs: TSA needs to cover all gas systems</p>

TSA Report-out Summary: *IT*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
IT Contracts & Maintenance	<u>TSA</u> <ul style="list-style-type: none">TSA #6 – Commercial Services: NG will continue to maintain contract and license support, ensure contracts do not expire, pay invoices, and procure hardware and software as necessary to sustain operations	
Key Cross-Functional Dependencies (Non-Exhaustive)		
<ul style="list-style-type: none">Supply Chain: Understanding maintenance contracts start / end dates, license entitlements, and license usage during TSA period to plan for future integrationCustomer Service: Coordination with the Billing team to ensure the appropriate meter reading processes are in place and meter data flows to the right systemsHR: HR / HCM employee data is required for granting system / website access to RI employees on Day-1		
Next Steps		
<ul style="list-style-type: none">Understand RI's IT organization and identify Day-1 requirements during joint workshops from 5/25 – 6/11Create workplans for Day-1 solution design and testing and project plans for identified IT projects		

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Readout: F&A (Accounting, Finance / Treasury, Tax, and Risk Management)

TSA Report-out Summary: *Corporate Accounting*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Corporate Accounting & Reporting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide corporate accounting and close support in accounting systems Provide close output for PPL consolidation Support PPL in preparation of quarterly US GAAP financial statements on the same schedule as such financial statements were prepared prior to Closing <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Set up business unit for Narragansett in financial systems Perform accounting functions for certain activities taken over on Day 1 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Day 1: Identify required data sources, integrate required processes</p> <p>Will refine as we conduct joint deep dives and document TSA processes</p>
Financial Close & Consolidations	<p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Run Narragansett's data load into HFM Run consolidations, eliminations, SOX controls and SEC reporting 	<p>Day 1: Prior to loading monthly data, Narragansett GL accounts need to be mapped to PPL GL accounts</p>
SEC Reporting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Providing additional data required for external reporting <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Narragansett is not expected to be a registrant, only a segment 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Will refine as we conduct joint deep dives and document TSA processes</p>
Pension / Benefit Accounting & Reporting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide pension / benefit accounting and close support in accounting systems Provide close output for PPL consolidation 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p>
Purchase Accounting	<p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform purchase accounting internally 	<p>Day 1: Perform and complete all Narragansett purchase accounting</p>

TSA Report-out Summary: *Corporate & Utility Accounting*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Interest Rates & Commodity Hedging Accounting	<u>TSA (NG)</u> <ul style="list-style-type: none"> Perform commodity hedging accounting Provide records of transactions and positions to PPL 	TSAs: 103B-EP: Energy Transactions (Financial)
Technical Accounting & Reporting	<u>TSA (NG)</u> <ul style="list-style-type: none"> Provide technical accounting and close support in accounting systems Provide technical accounting inputs to support close process <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Perform technical accounting & reporting functions for certain activities taken over on Day 1 	TSAs: 047-FIN Accounting and Financial Reporting Day 1: Identify required data sources, integrate required processes
Independent Auditor + process	<u>TSA (NG)</u> <ul style="list-style-type: none"> Provide support as needed facilitate audit <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Handle the independent audit process for Narragansett, adjusting the process to follow overall PPL rules 	Day 1: Align with Deloitte NG and Deloitte PPL teams prior to Day 1, anticipate signing separate engagement letter with Deloitte NG team
Account Reconciliations	<u>TSA (NG)</u> <ul style="list-style-type: none"> Provide monthly and quarterly balance sheet account reconciliations, aligned with National Grid reconciliations thresholds <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Perform account reconciliation functions for certain activities taken over on Day 1 	TSAs: 035-BS Balance Sheet Account Reconciliations Day 1: Identify required data sources, integrate required processes

TSA Report-out Summary: *Utility Accounting (1 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Regulatory Accounting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Perform close process (incl. contract reviews, leases, software, and environmental contingencies) Provide regulatory accounting inputs to support close process <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform regulatory accounting functions for certain activities taken over on Day 1 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Day 1: Identify required data sources, integrate required processes</p>
Regulatory Reporting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide reporting package inputs to support SEC reporting Support PPL in preparation of FERC quarterly and supplemental filings and relevant State filings on the same schedules as such financial statements were prepared prior to Closing <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform regulatory reporting functions for certain activities taken over on Day 1 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Day 1: Identify required data sources, integrate required reports and processes</p> <p>Will refine as we conduct joint deep dives and document TSA processes</p>
Plant / Property / Fixed Asset Accounting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Maintain records to account for Narragansett's utility plant assets Record additions, retirements and depreciation/amortization of such assets Provide schedules on a monthly basis Provide forecasted book depreciation of property, plant and equipment Provide schedules updates as needed by regulators 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Determine how to handle NECO's ~\$5m of non-utility property</p>

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TSA Report-out Summary: *Utility Accounting (2 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Revenue Accounting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide revenue accounting and close support in accounting systems Provide close output for PPL consolidation 	<p>TSAs: 047-FIN Accounting and Financial Reporting</p> <p>Will refine as we conduct joint deep dives and document TSA processes</p>
Property Tax	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Support preparation and payment of all quarterly property tax bills Maintain records necessary to account for the utility plant assets through its plant accounting system Provide access to files pertaining to previous and current litigation on legal property tax matters Provide staff to respond to the Narragansett's property tax staff on all ad valorem tax matters <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Prepare and pay quarterly property tax bills Prepare the Annual Report of Tangible Personal Property for submission to the local municipalities Prepare and submit to state and local assessment agencies and information necessary to evaluate potential property tax appeal candidates 	<p>TSAs: 054-FIN Property Tax Services</p> <p>Day 1: Integration with corporate accounting and close process</p>
Back Office - Energy Procurement	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide back office support across gas and electric procurement compliance and accounting service activities 	<p>TSAs: 051c-FIN Back Office Support for Energy Procurement Activities; 106-EP Electric Procurement</p>

TSA Report-out Summary: *Finance (1 of 5)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Misc. Billings	<u>TSA (NG)</u> <ul style="list-style-type: none"> Determine misc. billings required Provide guidance and support to internal, billing requesters and governance around billing accuracy and timeliness 	TSAs: 002-BS (Non-Utility) Billing Operations
Pension Investment Management	<u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Handle Narragansett pension, 401(K), and Post-Retirement Benefit investment management effective Day 1 	Day 1: Depends on benefit TSA, accounting / audit rules, and IT system integration
401(K) Investment Management		
Post-Retirement Benefit Investment Management		
Internal Management Reporting	<u>TSA (NG)</u> <ul style="list-style-type: none"> Provide support and materials critical in completing internal management reporting requirements <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Conduct monthly and quarterly reporting decisions and activities (e.g., budgeting, forecasting and long-term planning) 	TSAs: 129-FIN Financial Planning and Analysis Day 1: Identify required data sources, integration with FP&A IT systems Will refine as we conduct joint deep dives and document TSA processes

TSA Report-out Summary: *Finance (2 of 5)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
FP&A	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide monthly and quarterly reporting decision support and reporting activities Support existing finance business partnering activities covering: storm, workplan, and rate case modeling Provide PPL access to National Grid employees to transfer said knowledge <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform the financial planning and analysis services listed within the Transition Service schedule 	<p>TSAs: 129-FIN Financial Planning and Analysis</p> <p>Day 1: Need to integrate actuals data sourced from NG systems</p> <p>Adapt decision support as Rhode Island operating model is developed</p>
Business Planning & Budgeting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide support and materials critical in completing business planning and budgeting requirements <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Conduct monthly and quarterly business planning and budgeting decisions and activities (e.g., budgeting, forecasting and long-term planning) 	<p>TSAs: 129-FIN Financial Planning and Analysis</p> <p>Day 1: Integration with FP&A IT systems</p> <p>Will refine as we conduct joint deep dives and document TSA processes</p>
Interest Rates Hedging	<p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Handle Narragansett interest rate hedging effective Day 1 	<p>Day 1: Need to receive necessary data and support from NG prior to Day 1</p>
Middle Office - Electric Procurement	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide energy procurement support to manage the price and credit risk associated with default service products and perform the evaluation of a counterparty's creditworthiness 	<p>TSAs: 051b-FIN Middle Office Support for Electric Procurement Activities; 106-EP Electric Procurement</p>

TSA Report-out Summary: *Finance (3 of 5)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Debt / Equity Financing	<u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Handle Narragansett debt / equity financing, debt compliance, regulatory financing authorization, credit / liquidity, and rating agency communications effective Day 1 	Day 1: Need to receive necessary data and support from NG prior to Day 1
Debt Compliance		
Regulatory Financing Authorization		
Credit / Liquidity Capacity		
Rating Agency Communications		
Gas Commodity Hedging	<u>TSA</u> <ul style="list-style-type: none"> Perform financial hedging planning and transaction activities for natural gas supply 	TSA: 103B-EP: Energy Transactions (Financial) Day 1: Follow-ups required to finalize future state process structure
Customer Payments	<u>TSA (NG)</u> <ul style="list-style-type: none"> Collect customer payments and account for payments (both utility and non-utility billings) received 	TSAs: TBD. Need TSA to manage customer payments. Need to determine if any NG accounts (utility or non-utility) have been sent to collection agency.

TSA Report-out Summary: *Finance (4 of 5)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Accounts Payable	<u>TSA (NG)</u> <ul style="list-style-type: none"> • Manage review, disbursement, validation, and monitoring of payments • Process valid invoices for payment and monitor and manage invoices ineligible for payment due to discrepancy • Resolve any inquires or invoice discrepancies • Enter property tax bills into PowerPlan system, analyze and bill tax for shared properties • Process customer refunds and credits, and return checks and rejected payments • Handle the escheatment process <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> • Determination valid accounting and allocations 	TSAs: 015 - BS Accounts Payable Day 1: Understand NG processes and thresholds
Virtual Cards	<u>TSA (NG)</u> <ul style="list-style-type: none"> • Support the completion of administrative functions, expense processing and payments required to use virtual cards • Manage, process, and monitor invoices • Process and disburse payments, customer refunds/credits, and return checks / rejected payments • Resolve and answer payment inquiries 	TSAs: 015 - BS Accounts Payable (disbursements) and 138 - BS Card and Expense (monitoring transactions)

TSA Report-out Summary: *Finance (5 of 5)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Cash Management & Operations	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> • Manage payments and receipts on behalf of Narragansett with bank accounts set up for this purpose • Provide cash rejections / position updates for PPL <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> • Set up own bank accounts to support Narragansett • Provide cash to fund accounts under National Grid control 	<p>TSAs: TBD, Need TSA to manage cash flow between bank accounts</p> <p>Day 1: Depend on functions (i.e. supply chain, accounts payable) for cash flow</p> <p>Dependency on SAP - need to determine whether system can be configured for NECO accounts upon sale. If not, NG needs to determine funding / reconciling account process. Possibility is TBD.</p>

TSA Report-out Summary: *Tax (1 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Income Tax Compliance, Accounting & Reporting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide support on all income tax compliance matters, in particular the application of: <ul style="list-style-type: none"> Federal tax law and regulation ASC 740 related to accounting for income taxes <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform taxation services Ensure abiding by federal tax law and regulation requirements 	<p>TSAs: 053-FIN Consulting Tax Services</p> <p>Day 1: Depend on sub-processes (i.e. accounting, finance) for inputs</p> <p>Gather list of list of book/tax difference detailed information and the timing of when the information can be made available for close</p>
Regulatory Accounting / Reporting and Rate Filings	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide forecast of tax depreciation of property, plant and equipment included in rate base Provide forecast updates to regulators Provide a forecast comparison of book depreciation to tax depreciation Create schedule of expected deferred taxes reversal <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform taxation services and ensure abiding by federal tax law and regulation requirements 	<p>TSAs: 053-FIN Consulting Tax Services</p> <p>Day 1: Gather list of list of book/tax difference detailed information and impact on regulatory accounting, reporting and rate filings</p>

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TSA Report-out Summary: *Tax (2 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Tax Planning & Forecasting	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide a forecast of tax depreciation of property, plant and equipment included in rate base <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform taxation services Ensure abiding by federal tax law and regulation requirements 	<p>TSAs: 053-FIN Consulting Tax Services</p> <p>Day 1: Depend on sub-processes (i.e. accounting, finance) for inputs</p>
Sales & Use Tax, Gross Receipts, Fuels Tax	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Support 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 its outsourced arrangement with KPMG <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform taxation services and ensure abiding by state tax law and regulation requirements 	<p>TSAs: 053-FIN Consulting Tax Services, may need to add Fuels Tax</p> <p>Day 1: Depend on sub-processes (i.e. accounting, finance) for inputs</p> <p>Determine Fuels Tax regulation compliance(i.e. reports, dependencies) and assess TSA need</p>
Other Misc. Non-income Taxes	<p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Handle all other misc. non-income taxes depending on available information 	<p>Day 1: PPL is not aware of any other miscellaneous non-income tax filings.</p>
Tax Audits	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> Provide informal taxation services training, such as process walkthroughs and process inputs and outputs explanations <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> Perform taxation services Ensure abiding by federal/state tax law & regulation requirements 	<p>TSAs: 053-FIN Consulting Tax Services</p> <p>Day 1: Depend on sub-processes (i.e. accounting, finance) for inputs</p>

TSA Report-out Summary: *Risk Management (1 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Insurance	<p><u>TSA (NG)</u></p> <ul style="list-style-type: none"> • Manage litigation/claims handling and investigation support services in a manner consistent with Nation • Provide information to set reserves and evaluate and resolve litigation/claims matters • Provide property details and insurable values for all RI assets until Power Plan migration • Manage workers compensation (WC) claim handling with Sedgwick • Provide payroll details for open claims (PPL considering transferring open indemnity claims to its TPA, but not by Day 1) <p><u>Day 1 (PPL)</u></p> <ul style="list-style-type: none"> • Transition insurance coverages to PPL policies • Issue necessary certificates of insurance • Assume responsibility for all existing and future litigation/claims matters • Handle new WC claims, with assistance of National Grid payroll • Review, revise or negotiate Contracts / Service Agreements for brokers, vendors (e.g. claim TPAs), engineering consultants etc that are needed to continue Services after Day 1 	<p>TSAs: 052-FIN Claims Handling</p> <p>Add TSA language for WC claims and Power Plan reports / property insurable values reports</p> <p>Day 1: Ensure required data is collected from NG to add all risks to PPL policies and to address, investigate, adjust and/or defend all litigation/claims matters against Narragansett.</p> <p>Integration of processes and procedures for claims, certificates of insurance, surety bonds, and property engineering visits.</p> <p>Transition any open surety bonds to PPL programs, surety carriers</p>

TSA Report-out Summary: *Risk Management (2 of 2)*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
ERM	<u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Establish Narragansett risk inventory Align risks to current ERM corporate guidelines Understand Narragansett risk profile Determine risk impact to overall enterprise portfolio Identify a Narragansett business line ERM risk representative Establish new corporate wide risk thresholds Ensure timely ERM report to the CLC and the Audit Committee 	<p>TSAs: No TSA needed</p> <p>Day 1: Narragansett risk profile will be integrated into PPL's ERM process</p>
Middle Office	<u>TSA (NG)</u> <ul style="list-style-type: none"> Provide middle-office compliance, risk management and data system support services related to the procurement of gas commodity <u>Day 1 (PPL)</u> <ul style="list-style-type: none"> Establish risk management program for gas commodity hedging Establish reporting and monitoring requirements for management and oversight of middle office ops under TSA Determine any legal name changes related to existing trading agreements Understand Narragansett's middle office processes Develop middle office processes, tools/models, and plans to transition off the TSA (dependent on ETRM system replacement) 	<p>TSAs: 051a-FIN Middle Office Support for Gas Procurement Activities</p> <p>Day 1: Key dependency linked to the ETRM system replacement for gas hedging activities</p>

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Readout: Audit & Controls

TSA Report-out Summary: *Controls*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 1
<p>Note: As of 5/26/2021, NG & PPL have not met to discuss this report-out or subsequent details. A meeting is scheduled for 5/27 to begin discussions.</p> <ul style="list-style-type: none"> NG to provide controls testing support to PPL for in-scope SOX controls attributable to the Narragansett segment (dependent on final TSA requirements) Determination if a TSA for control testing performed by NG or a SOC1 performed by Deloitte is the mechanism to provide this support is still under review Access to data and the timeline for the separation of data is a key consideration as PPL consolidates NG data for Narragansett into their systems 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
SoX Control Testing	<p><u>TSA</u></p> <ul style="list-style-type: none"> Determine testing requirements and reporting format for processes and systems in scope for PPL and under TSA <p><u>Day 1</u></p> <ul style="list-style-type: none"> Controls and testing procedures determined for Day 1 processes and systems 	<p>TSAs: Focus on in-scope controls for Narragansett</p> <p>Day 1: Understand the details of the controls structure: 1) Concurrent Controls, 2) Controls with a shared sample and 3) Controls which need to be tested separately</p>
End User Controls Considerations for third party service providers	<p><u>TSA</u></p> <ul style="list-style-type: none"> Determine how NG will provide assurance that end user controls are in place for third party service providers in-scope for Narragansett <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL will understand the third party service providers in-scope for Narragansett and which ones will continue to provide services to Narragansett after Day 1 and are thus in-scope for SoX purposes 	<p>TSAs: Focus on in-scope third party service providers for the Narragansett segment</p> <p>Day 1: Understand the overall strategy for third party service providers and which service providers may not be needed or can be transitioned to current PPL service providers</p>
Data carve out	<p><u>TSA</u></p> <p>Controls identification and testing for data carveout (ongoing and one time dependent upon IT approach).</p>	

TSA Report-out Summary: *Controls*

Key Cross-Functional Dependencies

- *IT: Access to data and the timeline for the separation of data is a key consideration as PPL and National Grid consolidate their systems*
- *IT: Service providers which will continue to service the Narragansett segment as of Day 1*

Next Steps

- Determine if NG will provide controls support under a TSA or whether a SOC1 will be performed by Deloitte

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Readout: HR

TSA Report-out Summary: *HR*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 22
<ul style="list-style-type: none"> The majority of sub-functional areas / activities will be covered by a TSA, potentially up through Dec 2022, based on a November 1 close. During this time period, there will be minimal to no changes to systems, processes, and people performing support activities. Upon TSA-exit, the goal is to move conveying employees onto PPL policies, programs, and systems. For Health & Welfare plans, we are still in discussion to understand how long NG employees can participate in those plans beyond Close (minimum of 2 months but at most 6 months). Beyond this period, conveying employees will move to PPL plans, but administrative support will still be provided by NG. 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Health & Welfare Benefits	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required for the oversight of TPAs for annual enrollment, eligibility, etc. and administrative support of benefit plans, etc. Support required for ACA compliance reporting, exception handling, and H&W escalation support. Additional support for data entry in SAP, communication to vendors, sox control, valuation, audit support, and open / existing EAP cases [TBD / Open: Further discussion / approvals required with NG team]. <p><u>Day 1</u></p> <ul style="list-style-type: none"> Medical, dental, prescription, vision, Flexible Spending and health savings will continue participation in NG plans for not longer than 60 days after close with the intent of transitioning to PPL plans / policies on the next first of the month in order to facilitate ID cards in hand prior to effective date. Benefits administration and other plans continue under National Grid contracts through 12/31/2022. 	<p>TSAs and Day 1: Employee and retiree communication will have to emphasize the TSA parameters (ie some benefits branded for PPL Narragansett, others branded National Grid, still using NG platform to administer benefits). Note there are dependencies, including: Requires new feeds from SAP (SPR) to HSA and FSA Dep Care vendors; Empirean contract under the National Grid contract to administer COBRA and direct bill for the identified PPL Narragansett groups; Empirean sending eligibility feeds to PPL vendors</p>
Defined Benefits	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required for the oversight of TPAs for terminations, benefit deductions, etc. and administrative support of retirement/benefit plans, etc. NG support required for vendor and invoicing management, ongoing maintenance of retiree payroll changes, and 5500 support, QDRD support (including the ongoing assistance from AON for QDRD calculation) and tracking of upcoming retirement to ensure for accurate and timely processing. Ad Hoc reporting as needed from payroll /HRIS (including sick hours from payroll for union 12431 for pension calculation). Assistance needed for historical data transfer, specifically around the valuation data. Possible Non-Discrimination Testing for 2021 (if closing does not occur until 2022). Assistance with transfer of administration from Allight to Fidelity. Additional support for data entry in SAP, communication to vendors, sox control, valuation, audit support [TBD / Open: Further discussion / approvals required with NG team]. <p><u>Day 1</u></p> <ul style="list-style-type: none"> New plan will be established, mirroring NG plans/policy including all formulas/plan design for non-union, 310, 310B, 12431, and cash balance plan, through Allight, NG's pension administrator through 12/31/22 with the intent to mirror existing NG plans/policies at Fidelity after TSA-exit (1/1/23). 	<p>TSAs: Census feed will need to be set up to flag PPL employees for Allight. Waiting for confirmation if this can be the same feed or if a need feed will need to be created, including a feed to/from Empirean for benefit deductions.</p> <p>Day 1: Ongoing conversations around asset transfer logistics are being discussed. Initial 5/21/2021 meeting indicates an amendment to the SPA in order to receive a closing and true-up transfer. Accept transferred assets into PPL's master trust at BNY Mellon.</p>

TSA Report-out Summary: *HR*

TSA Requirements & Day 1 Considerations (cont'd)		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Defined Contribution	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required for the oversight of TPAs for eligibility, benefit options, initial enrollment, changes. Etc. and administrative support of benefit plans, data entry in SAP, communication to vendors, etc. NG support required for collaboration with Vanguard to share data and handle analysis of employee questions for Vanguard escalations. New feed set up between PPL plan at Vanguard and National Grid HRIS/Payroll (and ongoing support of feeds). Possible Non-Discrimination Testing for 2021 (if closing does not occur until 2022). Assistance with transfer of administration from Vanguard to Fidelity. Additional support for Sox control, audit support, regulatory filings support [TBD / Open: Further discussion / approvals required with NG team]. <p><u>Day 1</u></p> <ul style="list-style-type: none"> Stand up one plan (combining Thrift I & II participants) under PPL contract with Vanguard with the intent to transition to current PPL investment line-up with Vanguard. It should be noted that NG is implementing a Roth plan 1/1/2022, which will be mirrored by Vanguard to allow for enrollment by PPL employees. 	<p>TSAs: Consolidation of NG thrift plans will happen 1/1/22, so one plan will be drafted to merge the two 401k plans. A new feed will need to be set up (per the Nat Grid HRIS analyst this will be feasible)</p> <p>Day 1: Note a new EIN is not needed. We will utilize the Narragansett EIN (transfers with sale). Confirmation from Vanguard of bulk rollover of loans (with corresponding assets) and National Grid support.</p>

TSA Report-out Summary: *HR*

TSA Requirements & Day 1 Considerations (cont'd)		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Compensation	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA for close through 12/31/22, which will include administration of management and union annual increases, payout of 21/22 fiscal year incentives, and administration and payout of union perfect attendance bonuses, as required. NG will administer the management merit increases on NG's schedule in July and the Union increases to follow the schedule in CBAs. NG will calculate and process the prorated cash incentive payout for fiscal year 21/22 paid in June 2022 at the achievement level determined by Nat Grid for performance period 4/1/21 through 12/31/21. NG will provide PPL with milestone anniversary data to be provided to OCTanner to recognize the 25- and 40-year milestone awards. Upon close, the appreciate program will be eliminated (Program where employees can recognize each other w/points which will result in gifts to be selected). NG will administer and process the union perfect attendance awards and LTPP if applicable for RI employees <p><u>Day 1</u></p> <ul style="list-style-type: none"> Continue participation in NG incentive plans for the unions. The day 1 disposition for other plans, such as salary, management premium pay, annual performance plan, Perfect Attendance Program (union only) and LTPP will be administered by NG under the TSA. 	<p>TSAs: TSA for union perfect attendance awards & LTPP (if eligible RI employees are conveyed) may need to be considered.</p> <p>Day 1: Determine disposition of plans, such as salary, management premium pay, annual performance plan, etc.</p>

TSA Report-out Summary: *HR*

TSA Requirements & Day 1 Considerations (cont'd)		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Employee Records / HR Administration	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required to process and respond to inquiries (e.g. direct deposit updates) and provide assistance for personnel action processing (e.g. new hires, separations, pay changes). NG support required to respond and conduct an initial review of employee files to assist in legal reviews and also store, protect, archive, classify, etc. documents with Records Management and facilitate maintenance, release and transport of records and information <p><u>Day 1</u></p> <ul style="list-style-type: none"> TBD 	<p>TSAs: There will be a process mapping exercise to ensure appropriate transfer of knowledge related to policies and procedures but a SME may be needed to provide additional support</p> <p>Day 1: TBD</p>
HRIS / Employee Services	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required to create, update, and maintain SAP reports associated with HR data (e.g. time, payroll, etc.) and to provide centralized HRIS technology support. Support required for assistance with with data feeds to PPL to convert employee / contractor data for HR/Payroll systems. Help and support to provide data feeds to PPL HCM system and assist in testing to ensure information conveyed correctly. <p><u>Day 1</u></p> <ul style="list-style-type: none"> N/A 	<p>TSAs: TBD</p> <p>Day 1: TBD</p>
Hire to Retire	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required to assist with current processes for recruitment, onboarding, background checks, employment verification, and advice on talent processes [TBD / Open: Further discussion / approvals required with NG team]. NG support required to provide reports / data for workforce planning reporting. Ongoing advice and knowledge transfer to be covered by master TSA agreement (across all TSAs). <p><u>Day 1</u></p> <ul style="list-style-type: none"> N/A 	<p>TSAs: Depending on the bucket 2 / 3 employees being conveyed, language may need to be included to support candidate decisions, interview facilitation, interview strategy, and talent acquisition planning.</p> <p>Day 1: TBD</p>

TSA Report-out Summary: *HR*

TSA Requirements & Day 1 Considerations (cont'd)		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Learning	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required to provide compliance and soft skills training materials and platforms, including in-person and web-based training delivery, administration, and tracking. Open item to discuss number of TSA schedules for Learning. <p><u>Day 1</u></p> <ul style="list-style-type: none"> N/A 	<p>TSAs: TBD</p> <p>Day 1: TBD</p>
Labor Relations	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support be required to provide advice relating to contraction interpretation for Local 310, 310B, and 12431. NG support required to provide assistance to resolve formal grievances and arbitrations as well as provide access to all historical documents related to discipline, grievances, arbitration, and negotiation notes. <p><u>Day 1</u></p> <ul style="list-style-type: none"> N/A 	<p>TSAs: Depending on the bucket 2 / 3 employees being conveyed, language may need to be included to support new grievances, arbitration, and investigations for employee misconduct, etc. that arise after the Transition period.</p> <p>Day 1: TBD</p>

TSA Report-out Summary: *Payroll and HSE*

TSA Requirements & Day 1 Considerations (cont'd)		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Payroll and Time Governance	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required to pay employees for time worked, payroll processing, and various reimbursement programs / policies (e.g. tuition, adoption assistance), NG support required for time entry monitoring and time keeper follow-up prior to payroll processing. NG support required for payroll tax filings/forms. Additional support requested for Nat Grid to provide tools, templates, methodology for current incentive (e.g. perfect attendance), annual salary increases, and compensation design for the various unions and management team [TBD / Open: Pending formal NG approval process]. Assist with the transfer of pay rules and testing during TSA period to ensure information was coded and transferred correctly. <p><u>Day 1</u></p> <ul style="list-style-type: none"> TBD 	<p>TSAs: TBD</p> <p>Day 1: TBD</p>
Health Services	<p><u>TSA</u></p> <ul style="list-style-type: none"> TSA support required for Drug & Alcohol programs, testing, and administration, completion of DOT background checks, absence/leave management, EAP, pre-employment activity, administration of all Health Services programs, etc. In the case of Earned Sick Leave, which is mandated in RI, PPL will mirror existing NG plans / policies. In the case of Drug & Alcohol programs and Contractor compliance testing, a decision has not been made to transition to PPL's vendor or continue with NG's vendor (JJ Keller). <p><u>Day 1</u></p> <ul style="list-style-type: none"> Continue participation in NG plans with the intent to transition to PPL plans and policies / administration and vendors in 1/1/2023. 	<p>TSAs: For EAP, FMLA, Drug & Alcohol Program, Athletic Trainers, Worker's Comp, and Annual Physicals, there will need to be a clear exit and transition period whose timing is coordinated with other programs.</p> <p>Day 1: For Worker's Compensation, PPL needs to understand who is assuming liabilities on Day 1 for new claims.</p>

TSA Report-out Summary: *HR*

Key Cross-Functional Dependencies

- Dependencies on other functions, inclusive of IT
- **HRIS / IT** - New file feeds may be required for some benefit plans (e.g. Vanguard 401k plans, Fidelity for DB plans, health & welfare Empyrean)
- **Payroll** - Payroll support required for policies such as Earned Sick Leave, FMLA, etc. to ensure that appropriate file feeds are sent to vendors.
- **DOT** - A new DOT number is required for PPL (pending confirmation on one or two DOT numbers), which will impact Health Services, insurance, others?
- **Change & Comms** - Communication around Alight and the NG Roth plan (1/1/22 roll out date) for DB / DC; Rollovers and loan balance for 401k plans; retirees; overall benefits and vendors

Next Steps

- Working session planned for HRIS / IT / Payroll for June (in-person), with virtual working sessions leading up to in-person meetings
- Finalizing all recommendations for effects bargaining
- Revise appropriate TSAs based on response from National Grid
- DB – Waiting for proposal from Alight; further discussions needed on asset transfer; begin project with trustee BNYM
- DC – Waiting for Northern Trust on standing up its funds in Vanguard; need to take proposal recordkeeping and investment menu to EBPB (meeting 6/2/2021); start contracting and implementation with Vanguard
- H&W – Confirm vendors, contracts, interfaces, feeds and Day 1 disposition

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Readout: HSE / Fleet / Training

Summary of TSA Requirements & Day 1 Considerations: HSE

Summary of TSA Requirements & Day 1 Considerations

- RI will continue to use NG applications / systems until PPL systems are established
RI will continue to use NG contracts (and contractors) until PPL contracts are established
NG will perform the activities defined in the TSA in consultation with the following PPL employees:
- Patti Scaramuzzo (Training)
 - John Conaboy (Fleet)
 - Lori Burkert (Environmental)
 - Mark Santayana (Public Safety)
 - Chuck Wood (Safety)
 - Mike Menges (Emergency Preparedness)

TSA Report-out Summary: *Training: Trng, Learning, and Dvlpmt*

TSA Requirements & Day 1 Considerations		# of TSAs: 1
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Apprentice training - Electrical & Gas Field Worker Computer-based training content Training assignment and Records Instructor-Led Training Content	<p><u>TSA 119-HR Training, Learning, and Development</u></p> <ul style="list-style-type: none"> Apprentice/Academy, and Annual Expert Training; assignments and record keeping; delivery of training and updating necessary content; maintenance of any qualifications Assign and maintain all third party and in-house developed CBTs and self-paced learning content Assign training, maintain training records, establish/maintain reassignments Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide training and training records administration under TSA. 	<ul style="list-style-type: none"> Identify the systems that track assignments and qualifications and how they are entangled Identify all third party training contracts Contract should contain agreements to transition the content Clarify the state of transition to "The Academy" Identify all repositories for content (are all in the LMS?) <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Simulators and training systems not called out specifically in TSAs 089-GO, 091-GO, 092A-GO, or 095-GO – identify all Simulations, training systems, tracking systems, and maintenance responsibilities (e.g., IT, Operations, Training, etc.) Regulatory, policy, and compliance training assignments (e.g., Rhode Island specific requirements and policy training, NERC, Environmental, etc.) Training for some electrical positions like Relay Test, Distribution Design, IT systems that impact many employees

TSA Report-out Summary: *Training: Gas Operations*

TSA Requirements & Day 1 Considerations		# of TSAs: 4
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Heavy Equipment Training	<p><u>TSA 095-GO -- Technical Training</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide training and training records administration on Day 1 under TSA. 	<p>Identify the systems that track training, third party vendors, and qualifications and how they are entangled</p> <p>Identify if the same training exists for the electrical work or if it is covered elsewhere</p> <p>Identify all heavy equipment and tools that will transfer with the contract</p>
Liquid Natural Gas training	<p><u>TSA 92A: GO LNG Operations, Others??</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL - Rhode Island assumes training responsibilities on Day 1 assuming employees transfer on Day 1. NG to provide training records administration under the TSA. 	<p>Identify the systems that track training, third party vendors, and qualifications and how they are entangled</p>
Gas - Operator Qualifications (OQ) training element	<p><u>TSA 089-GO: Pipeline Safety and Compliance</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories in order to maintain Operator Qualification <p><u>Day 1</u></p> <ul style="list-style-type: none"> See "Liquid Natural Gas training" above 	<p>Identify the systems are used to track assignments and qualifications and how they are entangled</p>

TSA Report-out Summary: *Training: Gas Operations Training #2*

TSA Requirements & Day 1 Considerations		# of TSAs: 4
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Gas Control Room Operations training	<p><u>TSA 091-GO: Gas Control Center Operations</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL - Rhode Island assumes training responsibilities on Day 1 assuming employees transfer on Day 1. NG to provide training records administration under the TSA. 	<p>Identify the systems that track training, third party vendors, and qualifications and how they are entangled</p> <p>Identify if they do the same training for the electrical work or if it covered elsewhere (we believe <u>078-EO Electric Network Control</u>)</p> <p>Identify team in Gas Operations who own the metering and dispatch function (per 040-CS: Customer Metering Services)</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Simulators and training systems not called out specifically in TSAs 089-GO, 091-GO, 092A-GO, or 095-GO – identify all Simulations, training systems, tracking systems, and maintenance responsibilities (e.g., IT, Operations, Training, etc.)

TSA Report-out Summary: *Training: Electrical Operations*

TSA Requirements & Day 1 Considerations		# of TSAs: 1
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Electric Control Room Operations training	<p><u>TSA# - 078-EO Electric Network Control</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL - Rhode Island assumes training responsibilities on Day 1 assuming employees transfer on Day 1. NG to provide training records administration under the TSA. 	<p>Identify the systems that track training, third party vendors, and qualifications and how they are entangled</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Simulators and training systems not called out specifically in TSA – identify all Simulations, training systems, tracking systems, and maintenance responsibilities (e.g., IT, Operations, Training, etc.) Identify the personnel who perform training on control systems for Electrical Operations Training
Electric Qualifications	<p><u>TSA# - 078-EO Electric Network Control</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories in order to maintain Operator Qualification <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide training and training records administration on Day 1 under TSA. 	

TSA Report-out Summary: *Training: Customer Service*

TSA Requirements & Day 1 Considerations		# of TSAs: 2
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Call Center Operations	<p><u>TSA 039-CS: Call Center Operations</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories for call center operations including call quality monitoring of trainees, coaching <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide training and training records administration on Day 1 under TSA. PPL Rhode Island will assume training responsibilities in coordination with the transfer from NG system to PPL's (Customer Service System) CSS 	<p>Identify the systems that track training, third party vendors, and qualifications and how they are entangled</p> <p>Identify how third party training is performed for any CSR vendors</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Simulators and training systems not called out specifically in TSA – identify all Simulations, training systems, tracking systems, and maintenance responsibilities (e.g., IT, Operations, Training, etc.)
Customer Metering Services	<p><u>040-CS: Customer Metering Services</u></p> <ul style="list-style-type: none"> Perform, Assign, and maintain all third party and in-house developed learning content and curricula including tagging, repositories for customer metering and field services and dispatch personnel Same as "Call Center Operations" 	<p>Training needs to be added to this TSA for all field services and customer metering roles as well as dispatch personnel</p> <p>Clarify how electrical dispatch is performed and trained; a specific exclusion exists for a central team in Gas Operations</p>

TSA Report-out Summary: *Fleet*

TSA Requirements & Day 1 Considerations		# of TSAs: 1
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Fleet Management	<p><u>TSA # is 036-BS Fleet Management</u></p> <ul style="list-style-type: none"> Vehicle leasing, registrations, licensing, maintenance management, training and certifications, vendor contracts <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide these services on Day 1 under TSA. 	<p>Element invoice process is entangled with their SAP fleet management process</p> <p>If necessary, obtain new DOT number for gas and electric vehicles on Day 1</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Identify vendors and tracking systems for training and qualifications that are used Identify who manages the DQF and what other organizations help perform requirements for DOT driver qualification Verify whether "FCC Truck Radio License" is captured in an IT TSA
Fuel Services	<p><u>TSA # is 036-BS Fleet Management</u></p> <ul style="list-style-type: none"> Fuel purchasing contracts, fuel card administration <p><u>Day 1</u></p> <ul style="list-style-type: none"> See above 	<p>Element card and the EJ Ward contract and the Element contract must be transitioned at the same time</p>
Rental Services	<p><u>TSA # is 036-BS Fleet Management</u></p> <ul style="list-style-type: none"> Vendor contracts, lease and use tax administration, emergency rentals <p><u>Day 1</u></p> <ul style="list-style-type: none"> See above 	

TSA Report-out Summary: *Environmental (1 of 2)*

TSA Requirements & Day 1 Considerations		# of TSAs: 6
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Environmental	<p><u>TSA # 055-HSE Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring, Reporting, and Compliance Consulting Services</u></p> <ul style="list-style-type: none"> Environment Consulting Services <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide these services on Day 1 under TSA. 	<p>All tracking systems/applications will remain with NG</p> <p>NG may use external contractors for some field support activities</p>
Environmental	<p><u>TSA # 059-HSE Site Investigation and Remediation (SIR)</u></p> <ul style="list-style-type: none"> SIR technical support, consultation, budget, rate filing assistance, report assistance, and site inspection, project management, and contractor management/administration <p><u>Day 1</u></p> <ul style="list-style-type: none"> Same as above 	<p>NG uses external contractors for SIR</p>
Environmental	<p><u>TSA # 060-HSE Environmental Field Support</u></p> <ul style="list-style-type: none"> Environmental Field Support and compliance, including site investigations, complaints, land-owner property damage claim management, property due diligence, solid and hazardous waste management, water and wetlands protection, avian protection, permit compliance, monitor / inspection during construction, PCSM, air emissions management, storage tank management, recycling management, pollution prevention, and site visits/inspections of RI facilities <p><u>Day 1</u></p> <ul style="list-style-type: none"> Same as above 	<p>All tracking systems/applications will remain with NG</p> <p>NG may use external contractors for some field support activities</p> <p>Need to add bullet to TSA for "Coordinate with operations to implement environmental best practices"</p>

TSA Report-out Summary: *Environmental (2 of 2)*

TSA Requirements & Day 1 Considerations		# of TSAs: 6
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Environmental	<p><u>TSA # 61-HSE Spill Control/Response</u></p> <ul style="list-style-type: none"> • SPCC planning, manage spill and incident response, coordinate spill cleanup, agency interface, and contractor management/administration <p><u>Day 1</u></p> <ul style="list-style-type: none"> • NG to provide these services on Day 1 under TSA. 	NG uses external contractors for spill response/cleanup
Environmental	<p><u>TSA # 062-HSE PUC Environmental Filing Support</u></p> <ul style="list-style-type: none"> • Assistance in connection with PUC proceedings supporting Deal Close <p><u>Day 1</u></p> <ul style="list-style-type: none"> • Same 	All tracking systems/applications will remain with NG
Environmental	<p><u>TSA # 063-HSE Environmental License, Permits and Orders</u></p> <ul style="list-style-type: none"> • Services relevant to compliance with licenses / permits / orders, support permit transfers, and permitting activities during operations and construction <p><u>Day 1</u></p> <ul style="list-style-type: none"> • Same 	NG uses external contractors for permit development

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TSA Report-out Summary: *Public Safety*

TSA Requirements & Day 1 Considerations		# of TSAs: 3
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Public Safety	<p><u>TSA 087-GO Resource Management (TSA managed by Gas Ops - Ryan)</u></p> <ul style="list-style-type: none">• Manage DigSafe program <p><u>Day 1</u></p> <ul style="list-style-type: none">• NG to provide these services on Day 1 under TSA. Beginning Day 1, PPL Rhode Island will perform gas locates. <p><u>TSA 089-GO Pipeline Safety (TSA managed by Gas Ops - Ryan)</u></p> <ul style="list-style-type: none">• Public Awareness programs, First Responder training <p><u>Day 1</u></p> <ul style="list-style-type: none">• Same <p><u>TSA 075B-EO Resource Planning (TSA managed by Electric Ops - Gladey)</u></p> <ul style="list-style-type: none">• Manage DigSafe program <p><u>Day 1</u></p> <ul style="list-style-type: none">• Same	PUC interactions

TSA Report-out Summary: *Safety*

TSA Requirements & Day 1 Considerations		# of TSAs: 2
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Safety	<p><u>TSA 131-HSE Safety Policy & Programs</u></p> <ul style="list-style-type: none"> Field support, OSHA reporting and record keeping, process safety, industrial hygiene, root cause analysis, Safety Data Sheets, safety rules & procedures, training, hearing conservation program (Gas employees), athletic trainers, FR & other PPE contracts <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide these services on Day 1 under TSA. 	<p>Beacon Insight system used for Driver Qualification File (DQF).</p> <p>Smith Driver training at Cumberland site JJ Keller for DOT random testing (Health Services)</p> <p>Athletic Trainers contract</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Determine where TSA 056-Field Safety Support should formally reside Determine where TSA 130-Health Services formally resides – most likely HR

TSA Report-out Summary: *Emergency Preparedness (1 of*

TSA Requirements & Day 1 Considerations		# of TSAs: 4
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Emergency Preparedness	<p><u>TSA 082A-EO Emergency Planning and Ops (TSA managed by Electric Ops - Gladey)</u></p> <ul style="list-style-type: none"> IT support during emergency ops, storm support logistics coordination and execution, storm room ops, storm restoration planning and training exercises, maintain ERP's, annual ERP filing, maintain restoration assignment lists, assistance for outside-crew invoicing <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide these services on Day 1 under TSA. <p><u>TSA 083-EO Aviation Inspection (TSA managed by Electric Ops - Gladey)</u></p> <ul style="list-style-type: none"> Aviation storm damage patrols <p><u>Day 1</u></p> <ul style="list-style-type: none"> Same 	<p>The Seller will provide Mutual Assistance services, in particular, Coordinate Mutual Assistance i.e. acquire outside resources (line, tree, damage appraisal) during storm response</p> <p><u>Items to be clarified or not specifically called out in TSAs:</u></p> <ul style="list-style-type: none"> Further discussion needed to add the following language in TSA 082A-EO: "Maintain business continuity plan and IT ERP (SCIP) for electric ops" Further discussion needed to add the following language to a Facilities TSA or elsewhere: "Maintain and refuel emergency generators"

TSA Report-out Summary: *Emergency Preparedness (2 of 2)*

TSA Requirements & Day 1 Considerations		# of TSAs: 4
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Emergency Preparedness	<p><u>TSA 088-GO Gas Complex Construction (TSA managed by Gas Ops - Ryan)</u></p> <ul style="list-style-type: none"> Maintain gas continuity plan <p><u>Day 1</u></p> <ul style="list-style-type: none"> NG to provide these services on Day 1 under TSA. <p><u>TSA 096-GO Emergency Planning (TSA managed by Gas Ops - Ryan)</u></p> <ul style="list-style-type: none"> Gas emergency response plan, emergency assignment roles, incident command, mutual assistance coordination <p><u>Day 1</u></p> <ul style="list-style-type: none"> Same 	<p>TSA 019-BS Storm filings is managed by Electric Ops – not a HSE-specific TSA, but worth maintaining visibility over</p>

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Key Cross-Functional Dependencies

Environmental & Training

TSA Report-out Summary: *Training*

Key Cross-Functional Dependencies

- **Human Resources:** Gas and electrical field worker training (have yet to meet with electrical counterparts); identify other positional training (e.g., engineering, distribution design, etc.; and training performed that is more general in nature; Identify who trains heavy equipment for electrical field workers; understand the final state of "The Academy" and where it is in its roadmap; identify curricula and content
- **Gas Operations:** Performance of gas operations, heavy equipment, Control Room training; Identify curricula and content; clarify dispatch functions between Gas Ops and Customer Services
- **Electrical Operations:** Have yet to meet with our counterparts. Performance of electrical operations and Control Room training; Identify curricula and content. Who does electrical dispatch – this organization or customer services??
- **Customer Services:** Have yet to meet with our counterparts. Performance of Metering, Dispatch, and Customer Response training; Identify curricula and content
- **IT:** What are the Learning Management Systems and qualification systems used throughout Narragansett, whether owned by Narragansett or NG? Who does the updates and maintenance of the Learning Management System(s) and qualification system(s)? Identify training systems such as simulators and training/QA environments of IT systems that are used (e.g., Electric Control Room training); Entanglements of qualification, learning management, driver qualification, equipment, and safety systems as well as the responsibilities for administering these systems. Is the equipment used to take training (e.g., computers, mobile devices) covered under IT's TSA for the length of time (~24 months) needed to take training on RI or NG systems?

Next Steps

- Identify all training counterparts in all organizations within Narragansett and National Grid
- Identify all training systems and simulators used when performing training and responsible parties in Narragansett and NG
- Revise appropriate TSAs based upon findings with these meetings

TSA Report-out Summary: *Environmental Compliance*

Key Cross-Functional Dependencies

- **OGC (EU Services):** Legal reviews / considerations; managing of larger claims involving property damage
- **Compliance and Ethics (EU Services):** Compliance reviews and risk management
- **ROW:** Responsible for AAIs for D and T sites; handling of complaints/damages when on ROW
- **Engineering:** Engineering oversees civil design and therefore involved with permits for capital projects
- **Project Management:** PM leads capital projects; waste management (residual, C&D, asbestos) related to capital projects
- **System Engineering / Reliability:** performs O&M for PCSM requirements, may be first on scene for Transmission spills and avian incidents
- **Distribution Operations:** Dist Ops typically is first-on-scene for Distribution spills and avian incidents
- **Facilities:** responsible for AAIs for buildings; Facilities owns buildings subject to inspections/audits

Next Steps

- Identify operational groups in RI that implement environmental best practices during operations and construction
- Revise appropriate TSAs based upon findings with these meetings, and interdependencies between TSAs

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Readout: Supply Chain

TSA Report-out Summary: *Supply Chain*

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 11
<ul style="list-style-type: none"> TSA's covering supply chain functions have been reviewed and revised to V2 across the board. Access to National Grid services and systems will be provided under TSA until exit plans are complete. Waiting on data request process to gain additional insight into current operations, materials and vendor base. 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Supply Chain/ Strategic Procurement	<p><u>TSA 068-SC</u></p> <ul style="list-style-type: none"> Assistance in efforts to procure continued service considered key to continuity and risk management of Rhode Island. National Grid will reasonably maintain contracts that support Rhode Island and help support replication efforts for contracts not separated 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. <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL assumes strategic procurement and sourcing events and responsibility for contracts that have been replicated by Day 1. 	
Supply Chain/ Inventory Management	<p><u>TSA 069-SC</u></p> <ul style="list-style-type: none"> National Grid continues to provide inventory management services including analysis and ordering of stock materials, advising on min/max levels and lead times, and maintenance of master data in ERP (SAP) associated with Rhode Island's inventory. 	

TSA Report-out Summary: *Supply Chain*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Supply Chain/Master Data Management	<p><u>TSA 014-BS</u></p> <ul style="list-style-type: none"> National Grid continues to gather and maintain supply chain master data including contract, material, and vendor/supplier data in a manner that ensures completeness and compliance with data governance and controls. They will continue to comply with IRS requirements and issue 1099 forms. 	
Supply Chain/Transactional Procurement	<p><u>TSA 016-BS</u></p> <ul style="list-style-type: none"> National Grid continues to perform basic procurement functions including reviewing needs and identifying appropriate suppliers, review requisitions and shopping carts to create and distribute PO's. Ensuring suppliers are in compliance with ISN standards. <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL will establish DOA levels by Day 1. 	<p>TSAs: National Grid was to review and share NERC CIP 13 process. Does this check need to be added to the TSA?</p>
Supply Chain/Manage P2P	<p><u>TSA 017-BS</u></p> <ul style="list-style-type: none"> All Procure-to-Pay (P2P) activities continue to be supported by National Grid under the terms of this TSA. 	

TSA Report-out Summary: *Supply Chain*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Supply Chain/P2P System	<u>TSA 018-BS</u> <ul style="list-style-type: none"> National Grid to maintain SAP suite and Right Now systems that enable P2P services, including system health and usability. 	
Supply Chain/Capital Delivery and SOBO/ROBO	<u>TSA 020-BS</u> <ul style="list-style-type: none"> National Grid to provide activities related to this function (creation of shopping carts and purchase orders, accrual reporting, adjusting PO limits, storm invoice review, reconciliation of storm P-card use for Rhode Island). 	
Supply Chain/Card and Expense Administration	<u>TSA 138-BS</u> <ul style="list-style-type: none"> National Grid to support administrative functions, expense processing and payments required with the card program. 	
Supply Chain/Meter & Rubber Goods Testing	<u>TSA 073B-EO</u> <ul style="list-style-type: none"> National Grid to provide electric lab and field testing for meters and rubber goods. 	

TSA Report-out Summary: *Supply Chain*

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Supply Chain/Electric Meter Shop	<u>TSA 074B-EO</u> <ul style="list-style-type: none"> National Grid will provide electric meter shop services, which will include managing inventory, performing bench testing, programing and providing general tech support. 	
Supply Chain/Warehouse Management	<u>TSA 127-SC</u> <ul style="list-style-type: none"> National Grid continues to store, maintain and deliver material from New England Distribution center. Provide In and Outbound logistics for pre-capitalized transformers, recovery services as requested and support freebin devices and software. <u>Day 1</u> <ul style="list-style-type: none"> Rhode Island warehouse staff move to PPL on Day 1. 	Day 1: Requires coordination with PPL HR and IT for readiness of employees on Day 1.
Key Cross-Functional Dependencies		
<ul style="list-style-type: none"> IT – Access for employees to employee information, email and securities. HR – Integration of Rhode Island employees specific to warehousing moving over on Day 1. Gas & Electric Operations – Process for non-stock purchases and inclusion of Meter and Rubber Good Testing on their TSAs. 		
Next Steps		
<ul style="list-style-type: none"> Gain access to details relative to National Grid contracts and material details. Conduct review of existing PPL contracts to prepare for integration. 		

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Readout: Facilities

TSA Report-out Summary: Facilities (1/2)

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 8
<ul style="list-style-type: none"> Facilities Operations, Capital Improvements, and Continued Use of Relevant NG Sites are largely covered under the currently contemplated TSAs; although, some processes need to be confirmed as in scope PPL needs additional information from National Grid to assess if additional TSAs are needed and to make further progress with Day 1 Planning 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Facilities Operations	Facilities Operations – repairs, maintenance, and third-party contracting – will be covered under TSA	Need to confirm a few processes currently assumed to be covered under the Facilities Repair & Maintenance TSA
Capital Improvements	Capital Improvements will be covered under TSA, with some processes likely to be de-scoped soon after Day 1	Need to confirm coverage of processes under the Capital Project Support TSA
Real Estate Operations	PPL needs to obtain more information from National Grid to assess if a Real Estate Operations TSA is necessary	No Real Estate Operations TSA has yet been drafted
Mail Services	PPL needs to learn how National Grid currently runs mail services at the transferring facilities to assess if a Mail Services TSA is necessary	If the transferring facilities run mail services independently, a TSA will likely be unnecessary; no TSA has yet been drafted
Continued Use of Relevant NG Sites	Continued use of select National Grid sites that are not transferring will be covered under TSA	

TSA Report-out Summary: Facilities (2/2)

Key Cross-Functional Dependencies

- **IT:** Ensure access to systems

Next Steps

- Obtain additional information from National Grid, especially on processes where the need for a TSA is unclear
- Confirm scope of TSA coverage
- Visit transferring sites (early June)

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Readout: Security

TSA Report-out Summary: Security (1/6)

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 1
<ul style="list-style-type: none"> Security has designated most processes as either under TSA or absorbable by Day 1; although, a few coverage gaps remain Security has major functional dependencies on IT and HR, as pertains to systems access, systems hardware, misconduct investigations, and training Security will also need to coordinate with PPL Operations, Emergency Preparedness, Cyber Security, and Facilities on processes with functional overlap 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Physical Security Protection	<p><u>TSA</u></p> <ul style="list-style-type: none"> Substation / critical infrastructure site security services Maintain contract security services Security Command Center – Management / Oversight / Staffing Respond to alarm activations and suspicious activity Support security for storm and other events Security clearances Building access Conduct and Evaluate Personnel Risk Assessments- Background Checks (PRA's per NERC CIP-004) <p><u>Day 1</u></p> <ul style="list-style-type: none"> Support security for Board Meetings and Annual Meeting 	<p>TSAs: Need to add language to TSAs to clarify inclusion of NERC CIP-004 personnel risk assessments</p>
Physical Security Systems	<p><u>TSA</u></p> <ul style="list-style-type: none"> Maintain CCTV Security Systems Maintain access control monitoring & alarm system Maintain physical security devices, including card readers, locking systems, lock & key program, panels, etc. Maintain management of employee identification badging system Maintain system for provisioning/de-provisioning physical access 	<p>TSAs: Need to add language to TSAs to clarify inclusion of lock & key program</p>

TSA Report-out Summary: Security (2/6)

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Investigations	<p><u>TSA</u></p> <ul style="list-style-type: none"> Investigate copper theft incidents and report to local law enforcement Investigate threats against employees and report to local law enforcement Investigate violations of criminal statutes and report to local law enforcement <p><u>Day 1</u></p> <ul style="list-style-type: none"> Conduct and Evaluate employee misconduct Track investigation activities in CCATS and provide reports to leadership 	
Law Enforcement Liaison	<p><u>TSA</u></p> <ul style="list-style-type: none"> Maintain liaison with local, state, and federal law enforcement Maintain federal, state, and local county contact lists <p><u>Day 1</u></p> <ul style="list-style-type: none"> Participate in critical infrastructure/key resource and industry events Participate in FBI Infragrad program Assist with fingerprinting activities 	
Security Compliance	<p><u>TSA</u></p> <ul style="list-style-type: none"> Department of Homeland Security Chemical Facilities Anti Terrorism Standards (CFATS) Maintain compliance to NERC-CIP NERC-CIP Substation Maintenance and Testing of Physical Security Controls Logging and Controlling the Physical Access of Visitors within NERC-CIP Restricted Areas CIP-004, CIP-006 Self-Certifications 	TSAs: Need to add language to Reliability Compliance TSAs to clarify inclusion of NERC CIP-004 self-certifications

TSA Report-out Summary: Security (3/6)

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Physical Security Audits / Assessments	<p><u>TSA</u></p> <ul style="list-style-type: none"> Conduct six (6) wall border assessments Conduct inspection and certification of PSP's Conduct Visitor Log Assessments Security System Outage Response Conduct physical security assessments of buildings, substations, and property to assess risks and vulnerabilities and recommend mitigation activities Testing of security equipment <p><u>Day 1</u></p> <ul style="list-style-type: none"> Substation Physical Design Specifications / Improvement Recommendations Review / Respond to Corrective Actions 	<p>Day 1: Need to verify with PPL Operations - <i>There is functional overlap in these areas, and we would need see what our partners in PPL are planning to do with regard to corrective actions and related functions</i></p>
Training	<p><u>TSA</u></p> <ul style="list-style-type: none"> Onboarding - guards, operators, security professionals CBT Training / Certifications / External Training AMAG (PACS) system training 	
Executive Services	<p><u>Day 1</u></p> <ul style="list-style-type: none"> Provide driving services to CLC, ECLC and Board Members Conduct physical security assessments and consultation for executives Coordinate personal security for travelling executives/ ISOS Manage Executive Crisis Team Coordinate and support physical security requirements for Board activities 	

TSA Report-out Summary: Security (4/6)

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Threat / Risk Management	<p><u>TSA</u></p> <ul style="list-style-type: none"> Threat Mitigation Insider Threats Customer Threats Identify mitigation strategies and resources in response to hazards <p><u>Day 1</u></p> <ul style="list-style-type: none"> Conduct vulnerability and risk assessments for PPL Corporate (separate from Compliance SVA's) Maintain weapons program / policy 	
Security Incident Management	<p><u>Day 1</u></p> <ul style="list-style-type: none"> Management of physical security incidents and Emergency Operations Center (EOC) Provide emergency and/ or storm support for PPL EU Emergency Command Center (ECC) Implement Incident Command System for Corporate Emergencies; support Executive Crisis Team (ECT) Support of cyber security incidents and cyber security incident response team (CSIRT) Security Incident Analysis/ Trend Analysis <p><u>TBD</u></p> <ul style="list-style-type: none"> Maintenance repairs 	<p>Day 1: Need to verify with PPL Emergency Preparedness and Cyber Security plans for management of RI incidents Day 1 due to functional overlap</p> <p>TBD: Need to verify with PPL Operations responsibilities around repairs due to functional overlap</p>
Physical Security Projects / Change Management	<p><u>Day 1</u></p> <ul style="list-style-type: none"> CCURE programming for iStars, doors, door hardware, events, clearances Facilities / Substations - Commission, Decommission, Security Fence / Camera upgrades, Maintenance / Changes, etc. CCURE system enhancements / upgrades 	

TSA Report-out Summary: Security (5/6)

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Emergency Management	<p><u>Day 1</u></p> <ul style="list-style-type: none"> Establish and maintain audit protocol for business continuity and emergency management strategies Maintain GETS/WPS, Corporate Satellite Phone System, and Everbridge ENS Management Emergency Preparedness (MEP) <p><u>TBD</u></p> <ul style="list-style-type: none"> Facility Evacuation Drills 	TBD: Need to verify with PPL Emergency Preparedness and Facilities with regard to facility evacuation drills
Records Management	<p><u>TSA</u></p> <ul style="list-style-type: none"> Records Management, including maintaining required records for NERC-CIP Compliance 	TSA: Before TSA exit, will need to receive from National Grid the past 3 years of access history records and the past 7 years of PRA records
LNG Security	<p><u>TSA</u></p> <ul style="list-style-type: none"> LNG site security services 	
Policies & Procedures	<p><u>TSA</u></p> <ul style="list-style-type: none"> Update, maintain, and audit corporate security policies, and procedures 	
Business Continuity	<p><u>Day 1</u></p> <ul style="list-style-type: none"> Maintain BC program management for PPL Corporate; maintain Fusion Framework System; consultation for PPL Corporation 	
Reporting	<p><u>TSA</u></p> <ul style="list-style-type: none"> Incident Log, AMAG (PACS) reports, Security Statistics / Industry Trends, etc. 	

TSA Report-out Summary: Security (6/6)

TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Emergency Communications	<u>TBD</u> <ul style="list-style-type: none"> Mass notification using Everbridge 	TBD: Need to verify NG capabilities and / or ensure employees in HCM or Everbridge for emergency notifications
Employee Protection	<u>Day 1</u> <ul style="list-style-type: none"> Duty of care and travel security 	
Key Cross-Functional Dependencies		
<ul style="list-style-type: none"> IT: Ensuring network connections with HCM and CCURE; CCURE hardware; Exaquisition HR: Ensuring network connections with HCM; Corporate Security assists HR with investigations into employee misconduct Supply Chain: Supply Chain negotiates and maintains contracts with vendors supplying contract security services (Allied Universal), Security System Integrators, and other vendors as needed TD&I Training: TD&I maintains the systems used for required security training and assists with maintaining and updating curriculum 		
Next Steps		
<ul style="list-style-type: none"> Coordinate with PPL functions where there is potential scope overlap or dependencies to finalize Day 1 plan for relevant processes Ensure NERC CIP-004 personnel risk assessments and locks and keys are covered in the next drafts of TSAs Obtain necessary data and information from National Grid Schedule visits to Narragansett sites Schedule regular (weekly) meetings with PPL and National Grid 		

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Readout: External Affairs

TSA Report-out Summary: External Affairs (1/2)

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 0
<ul style="list-style-type: none"> PPL currently assumed to take over all External Affairs processes on Day 1 without any TSA services, but additional review needed in some process areas (e.g., Internal Communications, Customer Communications); potential to add TSA support if needed. Further Day 1 planning largely dependent on whether existing RI-focused FTEs convey; that determination will drive potential hiring needs. 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
PPL Corp - Federal Government Relations	<u>TSA</u> <ul style="list-style-type: none"> N/A <u>Day 1</u> <ul style="list-style-type: none"> All relationships and communications with federal agencies or policymakers will be managed by PPL on Day 1 	
PPL Corp - Global Corporate Affairs	<u>TSA</u> <ul style="list-style-type: none"> N/A <u>Day 1</u> <ul style="list-style-type: none"> All Public Affairs matters will be managed by PPL on Day 1 	
PPL Corp – Corporate Communications	<u>TSA</u> <ul style="list-style-type: none"> N/A <u>Day 1</u> <ul style="list-style-type: none"> Both Corporate & Financial Communications and Corporate Internal Communications will be managed by PPL on Day 1 	Day 1: These are Corporate (PPL Services) functions.

TSA Report-out Summary: External Affairs (2/2)

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
PPL EU - Public Affairs	<p><u>TSA</u></p> <ul style="list-style-type: none"> • N/A <p><u>Day 1</u></p> <ul style="list-style-type: none"> • PPL to manage RI State and Municipal Governmental Relations as of Day 1. 	<p>Day 1: PPL EU currently manages PA state and municipal government relations; unclear if RI state and municipal governmental relations will roll up to EU, Corp, or Narragansett.</p>
PPL EU - Communications	<p><u>TSA</u></p> <ul style="list-style-type: none"> • TBD <p><u>Day 1</u></p> <ul style="list-style-type: none"> • PPL currently anticipated to manage Customer Communications, Stakeholder Communications, Internal Communications, and Customer Market Research as of Day 1. 	<p>TSAs: TSA is being contemplated for Customer Communications activity within Customer Service, depending on FTEs that convey.</p> <p>Day 1: Initial request to transition 2 Strategic Communications FTE, 1 Internal Communications FTE and 1 Market Research FTE to PPL. Need additional alignment with appropriate NG function for Internal Communications and Customer Market Research.</p>
Key Cross-Functional Dependencies		
<ul style="list-style-type: none"> • PPL Corp/EU: Need to understand future-state alignment of RI-focused processes—will they roll up to PPL EU’s existing PA-focused teams, to PPL Corp (which may not currently have the organization to support RI processes), or Narragansett Electric? 		
Next Steps		
<ul style="list-style-type: none"> • Coordinate with NG to understand originating functions for Customer Market Research and Internal Communications, and potential FTEs to convey • Coordinate internally to plan future-state org design for external affairs functions 		

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Readout: Regulatory / Legal

TSA Report-out Summary: Regulatory/Legal

Summary of TSA Requirements & Day 1 Considerations		# of TSAs: 5
<ul style="list-style-type: none"> All Legal processes expected to transfer to PPL at Day 1, with open questions on FTEs to convey; claims handling/investigation provided under F&A TSA. Some Regulatory sub-functions will transfer to PPL at Day 1, with others receiving significant support under TSA (e.g., Rates & Revenue). Further Day 1 planning largely dependent on whether existing RI-focused FTEs convey; that determination will drive potential hiring needs. Detail below reflects currently-anticipated TSA V2 terms. 		
TSA Requirements & Day 1 Considerations		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Legal – All Sub-Functions	<u>TSA</u> <ul style="list-style-type: none"> N/A <u>Day 1</u> <ul style="list-style-type: none"> PPL to absorb/replace all legal processes at Day 1 	Day 1: Claims handling/ investigation services provided under an F&A TSA.
Regulatory Affairs – General	<u>TSA (065-REG, 136-REG)</u> <ul style="list-style-type: none"> Consultative and support services for 1 year <u>Day 1</u> <ul style="list-style-type: none"> PPL takes over responsibility for addressing business line questions on procedures, rules and regulations on Day 1, with as-needed NG support via TSA. 	
Regulatory Affairs – Policy & Strategy	<u>TSA (065-REG), (101-EP, 102-EP, 103B-EP, 104-EP, 106-EP)</u> <ul style="list-style-type: none"> PUC audit consultative and support services for 1 year; energy procurement support for 24 months <u>Day 1</u> <ul style="list-style-type: none"> PPL takes over responsibility for gov't affairs, strategy, etc. on Day 1, with as-needed NG support via TSA in specified areas. 	Day 1: Need to coordinate with External Affairs on nature and level of gov't affairs-related support provided by Regulatory

TSA Report-out Summary: Regulatory/Legal

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Regulatory Affairs – Rates & Revenue	<p><u>TSA (066-REG, 067-REG)</u></p> <ul style="list-style-type: none"> NG continues actual results reporting for revenue/margin reporting and bad debt reserve per TSA until alignment with data/financial systems transfers to PPL Consultative and support services for 1 year <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL takes over responsibility for forecasting and budgeting for revenue/margin, pricing, rates, cost recovery, on Day 1, with ability to consult and receive support from NG as needed per TSA. 	<p>Day 1: Tariff rules (non-rate related) are managed by distribution interconnections.</p> <p>Journal entries related to revenue monitoring/reporting and bad debt reserve will be completed by accounting team, not Regulatory.</p>
Regulatory Affairs – Energy Procurement	<p><u>TSA (066-REG, 067-REG) (106-EP)</u></p> <ul style="list-style-type: none"> NG provides electric procurement support via TSA for 24 months 	
Regulatory Affairs – Load Analysis	<p><u>TSA (066-REG, 067-EP) (101-EP, 102-EP, 103A-EP, 103B-EP, 104-EP, 106-EP)</u></p> <ul style="list-style-type: none"> NG to continue actual results reporting for load per TSA until alignment with data systems transfers to PPL. NG to provide consultative and support services for 24 months <p><u>Day 1</u></p> <ul style="list-style-type: none"> PPL take over responsibility for forecasting and budgeting for load (long-term (1-5 year load forecasts) used for business planning and rates 	<p>Day 1: Short term load analysis for transmission and distribution planning and operations is conducted by the respective business lines at PPL Electric</p>

TSA Report-out Summary: Regulatory/Legal

Day 1 Plan & TSA Requirements - Process		
Sub-Function / Activity	Proposed Coverage of Processes: TSA or Day 1 Transition to PPL	Additional Focus Areas / Key Considerations
Regulatory Affairs – Scheduling & Settlement (RTO)	<p><u>TSA (066-REG, 136-REG) (101-EP, 102-EP, 103A-EP, 103B-EP, 104-EP, 105-EP, 106-EP)</u></p> <ul style="list-style-type: none"> • NG to provide ISONE, FERC and EIA consultative and support services under TSA for 1 year • NG responsible for contract execution, load scheduling/settlement, provider of last resort invoicing, and customer network integration/capacity tags for cost allocation per TSA until alignment with data/financial systems transfers to PPL 	Scheduling and Settlement transfer depends primarily on data systems transfer.
Key Cross-Functional Dependencies		
<ul style="list-style-type: none"> • External Affairs: Coordinate on interaction on gov't affairs processes. • Finance & Accounting: Coordinate on journaling process related to revenue and bad debt reporting. • Information Technology: Coordinate on data and financial system transfer. 		
Next Steps		
<ul style="list-style-type: none"> • Coordinate with PPL functions identified above. • Schedule deep dive sessions with NG to continue aligning on transition. 		

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Joint IMO / TMO Kickoff

April 7, 2021

nationalgrid



Draft

Agenda: Joint Planning Kickoff (April 7th, 2021)

Session	Start	Finish	Key Speakers
Today's Agenda & Meeting Objectives <ul style="list-style-type: none"> Agenda Safety Moment / Value Share Objectives, Reminders, Introductions 	9:00AM	9:15AM	Greg Dudkin and Dan Davies
Transaction Overview & Timeline <ul style="list-style-type: none"> Transaction Details Legal Guidelines and Gun-Jumping Rules Regulatory Submission and Requirements Planning Timeline 	9:15AM	9:40AM	Jeff Jankowski / Mitch Carroll Greg Dudkin and Dan Davies
Program Planning & Governance <ul style="list-style-type: none"> Working Together Target Operating Model Roles & Responsibilities Weekly Cadence 	9:40AM	10:30AM	Greg Dudkin / Mike Caverly (with support from PwC)
People Workstreams	10:30AM	10:45AM	Angie Gosman, Jen Briere, Keith Hutchison
Initial Focus and Next Steps <ul style="list-style-type: none"> Near Term Program Focus TSA Review 	10:45AM	11:15AM	Dan Davies & Greg Dudkin
Break 11:15 AM - 11:30 AM			
Functional Breakouts <i>(some breakouts will be scheduled for 4/8 and 4/9)</i> <ul style="list-style-type: none"> Introductions Functional Alignment Discussion 	11:30AM	1:00PM	Workstream Leads for PPL and National Grid (Facilitated by PwC)

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Safety Moment / Value Share



Change Fatigue

Looking after Yourself & Each Other & Our People

All of the ingredients for a fantastic growth opportunity and stress



COVID



New Op-Model



New Job



New Deal role



People Impacts



Time Pressure



Busy












Virtual Working

We can influence how we work and how we feel if we decide to...

Create barriers between life and work	Speak up if you are struggling	Check-in on your colleagues	Plan & Take vacation
Use our support networks	Take downtime if you get it	Celebrate the successes & milestones	Get daylight & fresh air



Stretching!

<p>Deep Breaths</p>  <p>Raise arms slowly overhead as you breathe deeply in through your nose and out through your mouth. Repeat 3x.</p>	<p>Shoulder Rolls</p>  <p>Lift shoulders up and roll backwards – pause – release down. Repeat 8x.</p>	<p>Neck Rolls</p>  <p>Gently lean head to left and pause. Drop chin and roll head to lean right. Do not arch head back. Repeat 8x.</p>	<p>Arm Circles</p>  <p>Raise straight arms out to sides. Make small circles forward. Repeat 8x. Make small circles backwards. Repeat 8x.</p>
<p>Trunk Rotations</p>  <p>Stand with tight thighs, core and glutes. Arms at 90 degrees and slowly twist at waist right to left as back allows. Repeat 8x.</p>	<p>Butt Kicks</p>  <p>Kick heel of foot to butt without lifting thigh. Keep knee pointed toward floor. Alternate right and left. Repeat 8x.</p>	<p>March with High Knees</p>  <p>Alternate raising each knee up to touch your palm above hip height in a marching movement. Repeat 8x.</p>	<p>Calf Raises</p>  <p>Slowly raise up onto ball of feet and then lower back down slowly to flat feet on the ground. Use prop or wall for balance if needed. Repeat 8x.</p>
<p>DeQuairvains</p>  <p>Arm out in front of you. Make a fist around your thumb. Tilt your fist down to feel a stretch along the top side of your thumb. Switch hands.</p>			

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Introductory Remarks



Meeting Objectives and Goals

Objective

Our objective is to kickoff project planning for deal close and set the course for near term milestones, with an initial focus on TSA development

Goals



Build Working Relationships: Forge common bonds and align on deal close planning requirements and approach



Set Structure: Introduce the team structures, roles and responsibilities, working cadence, and key tools/templates



Mobilize: Workstream mobilization and coordination of next steps

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Reminders



Use the **chat** feature in MS Teams if you have any questions or comments



Stay on **mute** unless you are speaking



Focus on the conversation, avoid working on other items



Your Integration / Transition Leadership Team

 Dan Davies Steering Committee / Transition Lead	 Greg Dudkin Steering Committee Lead	
 Duncan Willey TSA Lead	 Dave Bonenberger Operations IMO Lead	 Mike Caverly Corporate IMO Lead
 Patrick Brown Transition Management Office (TMO) Lead	 Matthew Green Technology Lead	

 National Grid Team  PPL Team



Who Do We Have on the Call - National Grid

Workstream	Workstream Lead
ESC	Dan Davies
TMO	Patrick Brown
Contracts Separation	Mitchell Carroll; Tom LaFrance
Legal Entity Separation	Mitchell Carroll; Tom LaFrance
Regulatory Approvals and ongoing matters	Bill Malee; Pam Viapiano
People	Jen Briere
Comms and Change	Sheetal Acharya (Change) Darlene Masse (Comms)
TSA Schedules, Management	Duncan Willey
Transformation Programs	Carlos Nouel (ADMS & AMI); Carol Sedewitz (Grid Mod & Intelligent Tx Network); Cameron McKennitt (GBE); Kelly Carney (Customer Digital); David Smith (Electric Digital)

National Grid

Workstream	Workstream Lead
Gas Operations	Pradheep Kileti
Electricity Operations (Distribution)	Al LaBarre
Transmission	Al LaBarre
Customer Service	Jeff Martin
Energy Procurement	MaryBeth Carroll
Procurement	Philippe Montillier
Inventory Mgmt./Warehouse Mgmt./Fleet	William Hilbrunner
HSE	Chris Paglia
Facilities & Property Services	Monica Tawfik
Regulatory Support	Pam Viapiano
Jurisdictions	Brian Schuster
Transformation office (US, Gas, Elec and Customer)	Bryant Yee
IT (separation and ongoing TSA)	Michelle Mcnaught
HR & Employee Relations	Jen Briere
Legal	Mitchell Carroll; Tom LaFrance
Business Services (incl. Payroll)	Edward VanDam
Finance & Accounting	Dave Campbell, Chris McConnachie
Tax	Charles De Rosa
Treasury	Chris McConnachie
Corporate Affairs	Ted Kressee
Pensions/OPEB (pension separation)	Maddie Gothie; Eddie Hodgart





Who Do We Have on the Call - PPL

Workstream	Workstream Lead
ESC	Greg Dudkin
Core Integration Management Office	Dave Bonenberger, Mike Caverly, Cindy Allan, Matt Green, Steve Gelatko
Staffing and Selection / Workforce Transition	Angie Gosman, Lori O'Conner
Communications and Change Management	Mark Miller, Michelle Fields Frandsen
Business Process and Systems Integration	Matt Green, Steve Gelatko
Financial Management	Mike Caverly
Regulatory / Transaction Close	Ron Reybitz
Electric Distribution	Stephanie Raymond, Dave Gladey
Electric Transmission	Dave Bonenberger, Joel Eline
Gas Operations	Joe Ryan

Workstream	Workstream Lead
Customer Service	Lori Mueller, Phil Walnock
Finance and Accounting	Marlene Beers - Corporate Accounting Steve Breininger - Finance, Accounting (EU) Tadd Henninger - Finance, Treasury Andrew Elmore - Tax Renaee Yeager - Audit / SOX
HR	Angie Gosman - HR Tom Lynch - Pension & Exec. Comp.
Supply Chain	Bill Pettit, Sandy Schrauger
Facilities	Steve Breininger
HSE and Fleet	Paul Ward
External Affairs	Mark Miller - Communications Nikki Jones - External Affairs
Regulatory / Legal	Steve Breininger - Regulatory Ron Reybitz - Legal
IT	Matt Green, Steve Gelatko

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Transaction Overview and Timeline



Transaction Overview & Timeline

National Grid & PPL entered into a sales & purchase agreement for The Narragansett Electric Company in Rhode Island

- Purchase price of **\$3.8B**
- Transaction also entails the sale of Western Power Distribution, in the UK, from PPL to National Grid for \$10.9B
- The transaction expected to close within the calendar year, subject to approval by federal and state regulators
- Adjusted net income estimate of \$150M for FY ended March 31, 2021
- National Grid will continue to provide support to RI, post deal close, via a transition services agreement (TSA), across most functions for a period of 18 - 24 months





Gun Jumping and HSR Approval

Planning for separation is legitimate, but actual separation prior to Closing is not allowed under U.S. antitrust laws

Gun Jumping
<ul style="list-style-type: none"> • The Hart-Scott-Rodino (HSR) Act prohibits an acquiring company from exercising "substantial operational control" prior to expiration of the statutory waiting period • Prior to Closing, the parties can plan their separation but cannot execute on the plan, and must continue to act as independent competitors at all times • Gun Jumping can result in civil penalties of up to \$43,280 per day and / or may significantly delay the transaction • We can generally discuss current business operations, processes, operational issues and any regulatory compliance issues/requirements • We should not discuss pricing, detailed cost information, business and sales strategies or share any competitive or proprietary data • We should not share any competitive, proprietary or personnel information. Personnel data can only be discussed if cleared through organization design and workforce teams.

If you encounter issues or have questions, refer to the IMO / TMO or Legal point of contacts below.

PPL
Integration Management Office <i>(for directional support)</i>
Mike Caverly MICaverly@pplweb.com
Legal <i>(for legal guidance)</i>
Jeff Jankowski JRJankowski@pplweb.com Skadden

National Grid
Transition Management Office <i>(for directional support)</i>
Patrick Brown Patrick.Brown1@nationalgrid.com
Legal <i>(for legal guidance)</i>
Mitchell Carroll Mitchell.Carroll@nationalgrid.com





Rules of Engagement



DO

CONTINUE to remain separate and independent companies until closing, each pursuing their own respective interests in the ordinary course of their businesses.

CLARIFY that it's business as usual and until this transaction closes, National Grid and PPL are two separate companies

AVOID joint meetings with customers. If a shared customer requests to speak or meet with representatives of both companies at the same time, please inform National Grid and PPL Legal and Customer leads.

ACKNOWLEDGE that we don't yet have all of the answers. The transaction was just announced and has not been finalized.

REACH OUT to the designated Legal contacts if a customer expresses any concern whatsoever about the transaction



DO NOT

DO NOT seek to speak with non-integration / separation team employees regarding the transaction

DO NOT interfere or interject in commercial operations

DO NOT request or discuss competitively sensitive information, including pricing, customer terms, or pursuits including pending or future opportunities

DO NOT stall the negotiation or consideration of any contract

DO NOT request or share non-public information that you wouldn't share in the ordinary course of business

DO NOT discuss integration / separation planning, which will be coordinated through the central Integration Planning leadership team



Treatment of Confidential Information

Information Category	Activities by Functional Teams	Data Examples
Publicly Available Information	<ul style="list-style-type: none"> This level of data is not restricted Both companies can look at it and discuss the publicly available data as part of separation planning 	<ul style="list-style-type: none"> Externally reported financials Site locations Publicly stated strategies and intentions
Non-Public & Non Competitively Sensitive Information	<ul style="list-style-type: none"> This data can be shared, but must be reviewed with Transition Management Office and Legal prior to sharing. Some guiding principles for consideration: <ul style="list-style-type: none"> Agree upon a definition of non-sensitive information agreeable to both sides. Create detailed guidelines and training for all separation personnel Set up a process by which all shared data goes through legal counsel on both sides to validate the requests Include legal counsel in all discussions involving both sides, to ensure compliance with guidelines 	<ul style="list-style-type: none"> Organizational Charts and personnel costs Policies and Procedures High-level systems and infrastructure overview and configuration Bank Account information IT systems and tools General benefit plan documentation
Non-Public and Sensitive Information	<ul style="list-style-type: none"> This is data that cannot be shared broadly and must only be shared with employees who have a need to know (i.e., may not be obtained by or shared with business teams or other individuals (e.g., personnel with line responsibilities for pricing, bidding or purchasing)). 	<ul style="list-style-type: none"> Customer contracts and commercial contract pricing Vendor contracts and product costing Detailed forecasts Non-public financial information



Regulatory Transaction Approvals

Approval	Description	Target Filing Date	Target Approval Date
Federal Hart-Scott-Rodino (DOJ)	<ul style="list-style-type: none"> Requires companies to file pre-merger notifications with the FTC and Justice Department If regulators find anti-competitive issues, they can negotiate concessions or seek to prohibit the transaction altogether 	<ul style="list-style-type: none"> May 3, 2021 	<ul style="list-style-type: none"> 30 days after filing
State Federal Communications Commission (FCC)	<ul style="list-style-type: none"> Transactions involving FCC-licensed spectrum require approval from the Commission 	<ul style="list-style-type: none"> May 3, 2021 	<ul style="list-style-type: none"> 30 days after filing
Federal Energy Regulatory Commission (FERC)	<ul style="list-style-type: none"> To approve a merger, the Commission examines its effect on competition, rates and regulation, potential for cross-subsidization, and ultimately the public interest 	<ul style="list-style-type: none"> May 3, 2021 	<ul style="list-style-type: none"> 4-6 months after filing
RI Division of Public Utilities and Carriers (RIPUC)	<ul style="list-style-type: none"> The Division must approve the purchase of a utility's property, assets, business and/or stock The Division must determine that the purchase will not result in a degradation of services and will be in the public's interest The approval process will likely take 6 - 9 months 	<ul style="list-style-type: none"> May 3, 2021 	<ul style="list-style-type: none"> 6 - 9 months after filing
MA Department of Public Utilities (waiver)	<ul style="list-style-type: none"> National Grid obligation for waiver relating to its foreign utility change in control provision 	<ul style="list-style-type: none"> May 3, 2021 	

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Project Planning & Governance



Working Together

All teams are expected to adhere to the following key guiding principles...

Guiding Principles

-  Leverage an integrated approach for all workstreams including representation from PPL, National Grid, and PwC
-  Make objective, fact-based decisions based on the business continuity and seamless Day 1 for PPL, Narragansett, and National Grid
-  Focus on efficient and timely decision making, accelerated by transparent communication, for all parties involved
-  Prioritize Deal Close critical activities in the sign to close phase
-  Comply with all laws and regulations, in addition to and related to Hart-Scott-Rodino (HSR) antitrust regulations



Defining Day 1 Success

Close the Transaction

- Successfully manage regulatory, stakeholder and operational requirements
- Target transaction close by end of 2021

Minimize Disruption

- Conduct integration and transition planning efforts thoughtfully and efficiently
- Minimize disruption to existing operations and in-flight initiatives

Plan the Transition

- Develop transition services that provide for continued safe and reliable operation of Narragansett
- Build clear IT/OT migration plans for rapid transition services exits

Treat People with Respect

- Make and announce decisions in a timely manner
- Ensure employees know how the integration planning is progressing and what it means to them

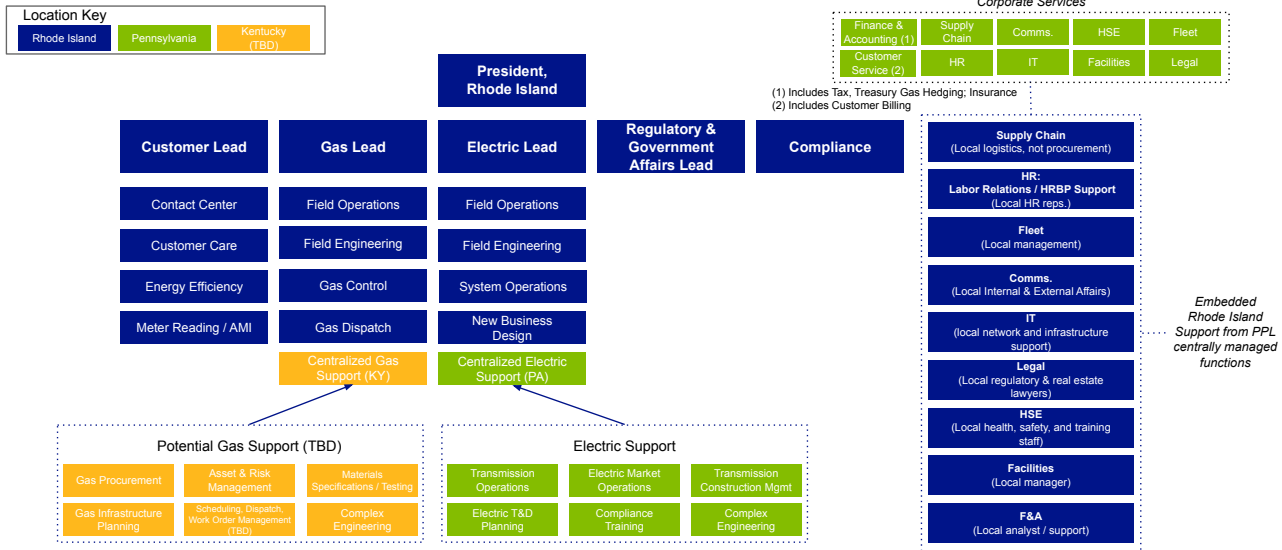


PPL's Integration Philosophy

- Incremental PPL corporate and administrative support required to operate Narragansett will reside in PA (e.g, PPL EU or PPL Corp)
- Local Rhode Island leadership will be responsible for Narragansett electric and gas operations
- PPL's electric operating model will extend to Narragansett with local resources responsible for operations and maintenance
- PPL's gas operating model will largely extend to Narragansett unless specific Narragansett best practices identified (e.g, Gas Business Enablement)
- Certain functions to be provisioned out of Rhode Island requiring incremental investment (e.g., gas control center, distribution control and customer call center)
- Transition services exit dependent on efficient Narragansett data migration onto PPL IT/OT platforms
- Direct Narragansett employees supporting gas and electric operations will convey with the transaction
- Certain Service Company employees will be considered to convey with the transaction



PPL's View of Rhode Island Operating Model - Target State



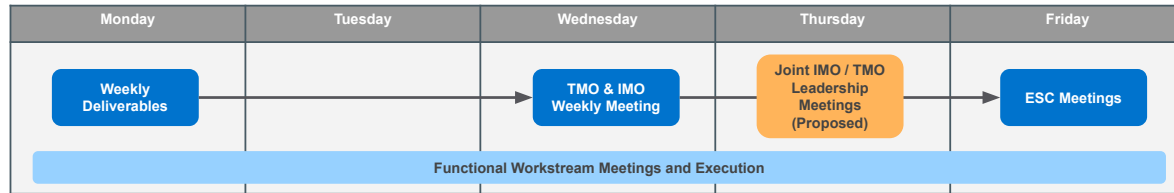


Roles and Responsibilities – PPL, National Grid

Two Separate Steering Committees (PPL / National Grid)	<ul style="list-style-type: none">• Define transition / integration goals and drive the strategic vision• Oversee integration planning and report progress to executive leaders
Transition / Integration Management Office (<i>separate, supported by PwC</i>)	<ul style="list-style-type: none">• Act as conduit between Functional Teams and Steering Committee• Centrally coordinate day-to-day planning, issue/dependency tracking, status reporting, and facilitation across functional integration teams
Function / Workstream Leads	<ul style="list-style-type: none">• Plan for functional Deal Close readiness• Coordinate and delegate Deal Close readiness activities with sub-team members and other functional representatives• Develop and monitor integration milestones and workplans• Leverage PwC support for planning and Deal Close readiness
Sub-Teams	<ul style="list-style-type: none">• Support Functional Leads with planning and execute Deal Close readiness initiatives at the working level• Regularly report progress and issues to the Functional Lead• Part-time role with periods of high involvement



Meeting Cadence - What Should I Expect?



- Functional teams will break out either later today or within the next day to plan for next three weeks on TSA refinement
- Subsequent to the RIPUC filing and TSA refinement, functional teams will establish workplans that allow for Day 1 and transition planning
- Functional leads will share weekly status updates with TMO / IMO as required
- IMO/TMO Leadership teams to meet on a weekly basis, to discuss status of program and solve issues
- Each company will establish its own meeting cadence with their respective governance bodies

Calendar above focuses on general cadence of project management meetings and updates. Not inclusive of all joint working sessions or all PPL / National Grid internal meetings

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People Workstreams



People Workstreams

The employee experience is critical to transition planning and success. We will follow a centrally-led, structured approach to communications, change management and employee transition to facilitate a consistent, seamless Day 1 for employees.

Guiding Principles

- Drive consistent, relevant, and coordinated expectations across all audiences to build trust and confidence in leadership and the transition process
- Manage transition with sensitivity to the concerns and issues of employees and other audiences
- Set the right tone and expectations for the transition in the short and longer term
- Build on information already communicated to employees and to external audiences
- Continue to follow the 'rules of the road' pre-close, avoiding 'gun jumping' by communicating as two separate entities, while providing a window into how the future business will run



Planning Expectations

- Centralized and consistent approach to communications, change and employee transition across all business areas
- Centralized timeline and expectations communicated to key stakeholders
- Centrally managed with functional support and execution to ensure consistency and standardization for a consistent employee experience
- Integrated change management and communications plan developed to drive consistency and clarity around when decisions are expected and when decisions are made

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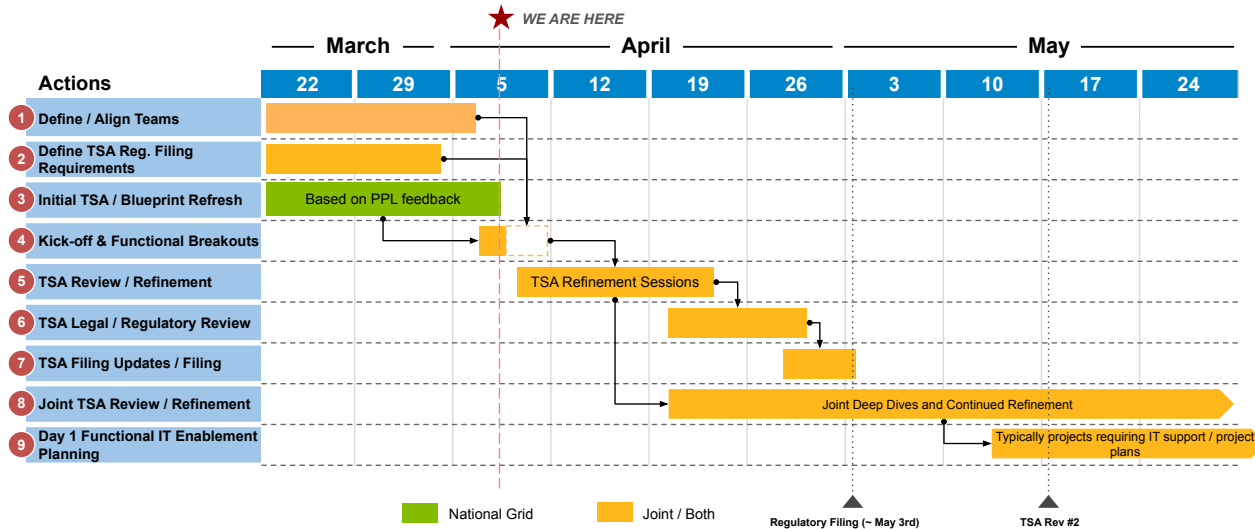
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Initial Focus and Next Steps



High level near term program focus



Calendar above generally focuses on joint activities and does not include independent activities occurring on both sides from their respective teams



Transition Service Agreement (TSA) - Overview

*A **Transition Services Agreement (TSA)** is a contract between buyer & seller where the Seller agrees to provide specific services on behalf of the Buyer to maintain business continuity while the Buyer prepares to receive services to operate the business. These services can pertain to accounting, operations, technology infrastructure, etc.*

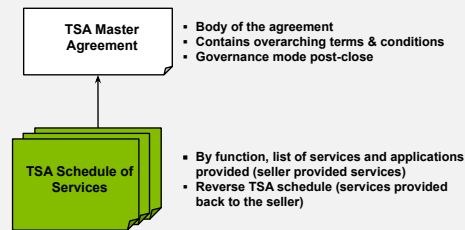
A TSA is:

- An attachment to the Asset and Purchase Agreement (APA) that discusses shared services, assets, facilities and employees after the close of a transaction
- The TSA contract covers key terms and conditions, pricing, governance, etc.
- Schedule of services list each service rendered, providing data on content of service, price, duration, etc.

A TSA is NOT:

- A list of carve-out or separation activities that need to be completed before the sold entity can standalone
- A substitute for a proper carve-out process
- A contract for the Seller to recover costs expected to be incurred post-close
- A way for the Seller to generate additional revenue from its sold entity

A TSA is typically comprised of an Agreement and supporting Schedule of Services



Transition Service Agreement

- Outlines key terms and conditions
- Overall governance process including problem and dispute resolution
- Security and confidentiality of information
- Process for exiting or modifying transition services
- Termination provisions, (e.g., notice period, form and content of notice, etc.)
- Service levels (align with service levels currently in place)

Schedule of Services (supporting schedules)

- The TSA Schedule of Services are governed by the overall terms and conditions contained within the TSA
- Includes details of services rendered, duration, costs, responsible parties
- Typically covers areas that are not transferring with the acquisition or cannot be separated by Day 1 Deal Close (e.g., Information Technology, Accounting, Human Resources, Billing, Centralized Ops Support functions, etc)



Example Schedule of Services

TSA template used for National Grid's sale of Granite State Electric and EnergyNorth to Liberty Energy in 2011

Service:	<i>A description of the category of service to be provided.</i>
Detail:	<i>A general description of the processes included in the TSA, potentially including identifying tools, applications, and communication procedures, if needed.</i>
Term:	<i>The expected term of the agreement.</i>
Fee:	<i>The manner in which the seller will be compensated.</i>
Seller Service Representative	<i>The named contact on the seller's side responsible for the service.</i>
Company Service Representative	<i>A position on the company's side that will be responsible for the service.</i>

Example level of detail developed by filing

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

Source: <https://www.puc.nh.gov/Regulatory/CASEFILE/2011/11-040/INITIAL%20FILING%20-%20PETITION/11-040%202011-03-07%20ATTS%20IT%20PETITIONERS%20BOOK%20-%20OF%203.PDF>

Functional Breakouts

Functional Meeting Approach

- Given the virtual nature of kickoff and need for coordination amongst multiple sub-workstreams, we will divide the functional sessions into two sets of meetings – an **Introductory / Alignment Session (TODAY)** and **TSA Refinement Workshops (NEXT 2 WEEKS)**

1. TODAY: Introductory / Alignment Sessions (1 to 2 Hours)

- Logistics:** Participants will include workstream leads from both company
- Focus and Roles of the Session:**
 - Working team introductions
 - Workstream Leads (National Grid and PPL):** Identify team members by each sub-workstream and align on schedule for deep-dive sessions during the rest of the week focused on TSA refinement
 - PwC:** Document team alignment and provide an overview of expectations for the deep-dive session

2. FOLLOWING WEEKS: TSA Refinement Workshops (1 to 2 Hours By Sub-Workstream)

- Logistics:** Timing of sessions and participants in the session will be coordinated at the Introductory Meeting and PwC Facilitators will help coordinate the necessary calendar invites
- Focus and Roles of the Session:**
 - Workstream leads and sub-functional leads:** Prepared to talk specifically about the current state TSAs, additional TSA requirements, and further detailed needed to refine the TSAs
 - PwC:** Schedule, facilitate, and document processes, TSA requirements, key considerations for Day 1, and functional interdependencies

Introductory / Alignment Session: Roles & Responsibilities

NG & PPL Functional Leads

- Provide specific functional knowledge and input
- Share comments, questions, and areas where more information/data is needed
- Provide input on follow-up meetings

PwC Leads

- Facilitate the agenda and timekeeping
- Capture key comments, questions, notes, and coordinate follow-up discussions

Introductory / Alignment Session: Agenda

Breakout Steps	Discussion Topics	Time Guide
1. Introductions	<ul style="list-style-type: none"> Name, background, expertise Each team member to share a fun fact about themselves 	~15 Mins
2. Functional Alignment Discussion	<ul style="list-style-type: none"> Align on TSAs under team scope, required TSA refinement workshops (including attendees) to be scheduled Discuss any known issues/risks and dependencies related to your functional area Identify next steps / action items as required Note: breakout session should not be used for negotiating specific TSA details or pricing 	~60 Mins
3. Set Follow-up Meetings	<ul style="list-style-type: none"> Schedule TSA Refinement workshops (coordinate w/ PwC leads) Schedule Functional PPL / National Grid weekly meetings 	~15 Mins

Key Outputs for Today

Functional/sub-functional team alignment and contact information

- 1 List of TSA Refinement workshops and proposed schedule
- 2 Schedule / cadence for weekly functional leadership meetings
- 3 Issues, risks, dependencies, next steps, and action items

Breakout Room Overview

Breakout #	Date	Workstream	National Grid Lead	PPL Lead	PwC - National Grid	PwC - PPL	Joint Workshop
#1 (MS TEAMS LINK)	April 7	Gas Operations	Pradheep Kileti, Cameron McKennitt	Joe Ryan	Alex Stocks, Shree Rakshit, Chase Podsiad,	Reza Jenab, David Watts	Chase to schedule
#2 (MS TEAMS LINK)	April 7	Customer	Jeff Martin, Kelly Carney	Lori Mueller, Phil Walnock	Alex Stocks, Shree Rakshit, Tara Soni	Trevor LaRocque, Eric Dowley	Eric and Tara to schedule
#3 (MS TEAMS LINK)	April 7	Electricity Operations (Distribution)	Al LaBarre, Carol Sedewitz, David Smith, Carlos Nouel	Stephanie Raymond, Dave Gladey	Alex Stocks, Shree Rakshit, Mayuri Joshi	Mark Hoffman, Ethan Ma	Mayuri to schedule
		Transmission	Al LaBarre, Carol Sedewitz, David Smith, Carlos Nouel	Dave Bonenberger, Joel Eline			
#4 (MS TEAMS LINK)	April 7	IT (separation and ongoing TSA)	Michelle Mcnaught	Matt Green, Steve Gelatko	Aaron Huykman, In Chan Park	Kevin Heard, Chris Kapfer	April 15, 2-3pm
#5 (MS TEAMS LINK)	April 7	Business Services (Finance only)	Laju Oliver	Marlene Beers	Luke Dalton, Elizabeth Kaiser, Nipun Lamba	Blake Cooper, Amanda Herron, Jenna Barancik	Luke to schedule
		Finance & Accounting	Dave Campbell / Chris McConnachie	Steve Breininger			
		Tax	Charles De Rosa	Andrew Elmore			
		Treasury	Chris McConnachie	Tadd Henninger			
#6 (MS TEAMS LINK)	April 7	HR & Employee Relations	Jen Briere	Angie Gosman	Jamie Traynor, Jaimie Hazebrouck Mark Embree	Jen Farkas	Jaimie to schedule
		Business Services (HR only)	Tom LaVeck	Angie Gosman			
		Pensions/OPEB (pension separation)	Maddie Gothie; Eddie Hodgart	Tom Lynch			
#7 (MS TEAMS LINK)	April 9 1:30PM-3:00PM	Procurement	Philippe Montillier, Pamela Ingersoll	Bill Pettit, Sandy Schrauger	Elizabeth Kaiser/ Aaron Huykman Mark Embree/ Luke Dalton	David Watts, Joshua White	
		Inventory Mgmt / Warehouse Mgmt (IMWM) / Fleet	Bill Hilbrunner	Bill Pettit, Sandy Schrauger Paul Ward (Fleet)			
#8 (MS TEAMS LINK)	April 8 3:00PM-4:00PM	Energy Procurement	MaryBeth Carroll	Clay Murphy, Pam Jaynes, Tom Jessee, Joe Ryan, Yan Gao	Shree Rakshit, Mayuri Joshi, Chase Podsiad	David Watts, Ethan Ma	
		Transformation office (US, Gas, Elec and Customer)	Bryant Yee				
#9 (MS TEAMS LINK)	April 8 9:30AM-11:00AM	HSE	Chris Paglia	Paul Ward	Elizabeth Kaiser/ Aaron Huykman Mark Embree/ Luke Dalton	David Watts, Joshua White	
#10 (MS TEAMS LINK)	April 8 1:30PM-3:00PM	Corporate Affairs / External Affairs	Ted Kresse	Mark Miller / Nikki Jones	Elizabeth Kaiser/ Aaron Huykman Luke Dalton	Eric Dowley, Jenna Barancik	
#11 (MS TEAMS LINK)	April 9 10:00AM-11:00AM	Facilities & Property Services	Monica Tawfik Kris Thebado	Steve Breininger, Shawn Cappellano-Sarver	Elizabeth Kaiser/ Aaron Huykman Luke Dalton	Eric Dowley, Jenna Barancik	
#12 (MS TEAMS LINK)	April 9 8:30AM-10:00AM	Regulatory / Legal Support	Pam Viapiano Celia Tom Lafrance	Ron Reybitz, Steve Breininger	Elizabeth Kaiser/ Aaron Huykman Luke Dalton	Eric Dowley, Ethan Ma	

Closing Remarks

- ***Thank you for your time and attention*** today - we know this was a lot of information to absorb
- Please don't hesitate to reach-out if you have questions or concerns - ***we are here to support and learn from each other***
- This is an ***exciting time for both PPL & National Grid*** and you are serving in an ***impactful role***
- Be sure to ***take care of yourselves and each other*** and ***ask for help*** when you need it

Q&A

Appendix

Breakout Room Contact Information (1/3)

Breakout #	Workstream	National Grid Lead	PPL Lead	PwC - National Grid	PwC - PPL
#1 (MS TEAMS LINK)	Gas Operations	Pradheep Kileti E: pradheep.kileti@nationalgrid.com Cameron McKennitt E: cameron.mckennitt@nationalgrid.com	Joe Ryan E: joe.ryan@lge-ku.com	Alex Stocks E: alexander.stocks@pwc.com Phone: +44 7872 815687 Shree Rakshit E: shreekumar.rakshit@pwc.com Phone: +44 7483 421863 Chase Podsiad E: chase.m.podsiad@pwc.com Phone: 734-634-2328	Reza Jenab E: reza.jenab@pwc.com Phone: 925-528-9660 David Watts E: david.r.watts@pwc.com Phone: 607-222-2521
#2 (MS TEAMS LINK)	Customer	Jeff Martin E: jeff.martin@nationalgrid.com Kelly Carney E: Kelly.Carney@nationalgrid.com	Lori Mueller E: Lmueller@pplweb.com Phone: 484-634-3248 Phil Walnock E: PJWalnock@pplweb.com	Alex Stocks E: alexander.stocks@pwc.com Phone: +44 7872 815687 Shree Rakshit E: shreekumar.rakshit@pwc.com Phone: +44 7483 421863 Tara Soni E: tara.soni@pwc.com Phone: 972-743-2774	Trevor LaRocque E: trevor.g.larocque@pwc.com Phone: 408-332-8485 Eric Dowley E: eric.dowley@pwc.com Phone: 202-549-5606
#3 (MS TEAMS LINK)	Electricity Operations (Distribution)	Al LaBarre E: alan.labarre@nationalgrid.com Carol Sedewitz E: carol.sedewitz@nationalgrid.com David Smith: E: David.Smith2@nationalgrid.com Carlos Nouel: E: Carlos.Nouel@nationalgrid.com	Stephanie Raymond E: SRaymond@pplweb.com Phone: 610-774-2146 David Gladey dgladey@pplweb.com	Alex Stocks E: alexander.stocks@pwc.com Phone: +44 7872 815687 Shree Rakshit E: shreekumar.rakshit@pwc.com Phone: +44 7483 421863 Mayuri Joshi E: mayuri.joshi@pwc.com Phone: 678-419-2248	Mark Hoffman E: mark.hoffman@pwc.com Phone: 281-451-8997 Ethan Ma E: ethan.e.ma@pwc.com Phone: 214-713-0192
	Transmission	Al LaBarre E: alan.labarre@nationalgrid.com Carol Sedewitz E: carol.sedewitz@nationalgrid.com David Smith: E: David.Smith2@nationalgrid.com Carlos Nouel: E: Carlos.Nouel@nationalgrid.com	Dave Bonenberger E: djbönenberger@pplweb.com Phone: 610-774-6400 Joel Eline JDEline@pplweb.com		

Breakout Room Contact Information (2/3)

Breakout #	Workstream	National Grid Lead	PPL Lead	PwC - National Grid	PwC - PPL
#4 (MS TEAMS LINK)	IT (separation and ongoing TSA)	Michelle Mcnaught E: michelle.mcnaught@nationalgrid.com	Matt Green E: MBGreen@pplweb.com Phone: 610-774-4784	Aaron Huykman E: aaron.j.huykman@pwc.com Phone: +44 7711 562082 In Chan Park E: in.chan.park@pwc.com Phone: 312-965-0617	Kevin Heard E: kevin.heard@pwc.com Phone: 832-474-9524 Chris Kapfer E: christopher.kapfer@pwc.com Phone: 214-796-8053
#5 (MS TEAMS LINK)	Business Services (Finance only)	Laju Oliver E: Laju.Oliver@nationalgrid.com	Marlene Beers E: MCBeers@pplweb.com Phone: 610-774-5516	Luke Dalton E: luke.j.dalton@pwc.com Phone: +44 7545 456044 Elizabeth Kaiser E: elizabeth.a.kaiser@pwc.com Phone: 678-428-1517 Nipun Lamba E: nipun.lamba@pwc.com Phone: 312-203-9208	Blake Cooper E: blake.r.cooper@pwc.com Phone: 215-275-3556 Amanda Herron E: amanda.c.herron@pwc.com Phone: 704-724-5708 Jenna Barancik E: jenna.barancik@pwc.com Phone: 469-203-0624
	Finance & Accounting	Dave Campbell E: david.campbell@nationalgrid.com Chris McConnachie E: christopher.mccconnachie@nationalgrid.com Chris McCusker E: christopher.mccusker@nationalgrid.com	Steve Breining E: skbreining@pplweb.com Phone: 610-774-4677		
	Tax	Charles De Rosa E: charles.derosa@nationalgrid.com	Andrew Elmore E: AWElmore@pplweb.com Phone: 610-774-3918		
	Treasury	Chris McConnachie E: christopher.mccconnachie@nationalgrid.com	Tadd Heninger E: TJHeninger@pplweb.com Phone: 610-823-3097		
#6 (MS TEAMS LINK)	HR & Employee Relations	Jen Briere E: jennifer.briere@nationalgrid.com	Angie Gosman E: Agosman@pplweb.com Phone: 610-774-2502	Jamie Traynor E: jamie.a.traynor@pwc.com Phone: 678-575-2449 Jaimie Hazebrouck E: jaimie.l.hazebrouck@pwc.com Phone: 774-287-2943	Jen Farkas E: jennifer.a.farkas@pwc.com Phone: 917-689-3557
	Business Services (HR only)	Tom LaVeck E: Thomas.LaVeck@nationalgrid.com	Angie Gosman E: Agosman@pplweb.com Phone: 610-774-2502		
	Pensions/OPEB (pension separation)	Maddie Gothie E: madeline.gothie@nationalgrid.com Eddie Hodgart E: eddie.hodgart@nationalgrid.com	Tom Lynch E: TJLynch@pplweb.com Phone: 610-774-6883		


Breakout Room Contact Information (3/3)

N/A for Wednesday -
MS Teams Links are
placeholders


Draft

Breakout #	Workstream	National Grid Lead	PPL Lead	PwC - National Grid	PwC - PPL
#7 (MS TEAMS LINK)	Procurement	Philippe Montillier E: philippe.montillier@nationalgrid.com	Bill Pettit E: WEPettit@pplweb.com Phone: 610-774-6164 Sandy Schrauger E: slschrauger@pplweb.com	TBD	TBD
	Inventory Mgmt / Warehouse Mgmt (IMWM) / Fleet	Bill Hilbrunner E: william.hilbrunner@nationalgrid.com	Bill Pettit E: WEPettit@pplweb.com Phone: 610-774-6164 Sandy Schrauger E: slschrauger@pplweb.com		
#8 (MS TEAMS LINK)	Energy Procurement	MaryBeth Carroll E: MaryBeth.Carroll@nationalgrid.com	Clay Murphy Clay.Murphy@lge-ku.com Pam Jaynes Pam.Jaynes@lge-ku.com	TBD	TBD
	Transformation office (US, Gas, Elec and Customer)	Bryant Yee E: bryant.yee@nationalgrid.com	Tom Jessee tom.jessee@lge-ku.com Joe Ryan joe.ryan@lge-ku.com Yan Gao		
#9 (MS TEAMS LINK)	HSE	Chris Paglia E: christopher.paglia@nationalgrid.com	Paul Ward E: pdward@pplweb.com Phone: 484-661-4211	TBD	TBD
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#11 (MS TEAMS LINK)	Facilities & Property Services	Monica Tawfik E: monica.tawfik@nationalgrid.com Kris Thebado E: Kris.Thebado@nationalgrid.com	Steve Breininger E: skbreininger@pplweb.com Phone: 610-774-4677	TBD	TBD
#12 (MS TEAMS LINK)	Regulatory / Legal Support	Pam Viapiano E: pamela.viapiano@nationalgrid.com	Ron Reybitz E: RJReybitz@pplweb.com Phone: 610-774-2929 Steve Breininger E: skbreininger@pplweb.com Phone: 610-774-4677	TBD	TBD


Introductions to PwC Leads




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 National Grid Team

 PPL Team

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY
Docket No. D-21-09
National Grid USA and The Narragansett Electric Company's
Responses to Division's Fifth Set of Data Requests
Issued on August 6, 2021

National Grid USA and The Narragansett Electric Company
Division 5-3

Request:

Referencing PPL's response to DIV 3-6, please:

- a. Identify each current Narragansett employee with experience in the planning, design and construction of LNG facilities and provide a resume for each identified employee (including each position held, the employee's responsibilities in each position, and the months and years in each position); and
- b. Identify each employee of National Grid or a National Grid affiliate that has had involvement in the planning, design and/or construction of LNG facilities for Rhode Island and provide a resume for each person identified which documents their educational and work experience with respect to the planning, design and construction of LNG facilities.

Response:

- a. No current direct employees of The Narragansett Electric Company ("Narragansett") have experience in the planning, design and construction of liquefied natural gas ("LNG") facilities.
- b. Please see Attachment NG-DIV 5-3 for the employees of National Grid USA and its affiliates, other than Narragansett, that have had involvement in the planning, design, and/or construction of LNG facilities in Rhode Island, including each person's position held and a general job description. National Grid USA has determined that resumes for each person identified from National Grid USA and its non-Narragansett affiliates that documents their educational and past work experience with respect to the planning, design and construction of LNG facilities are not relevant to this proceeding based on its sound judgment and rule of reason in providing responsive documents, 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.

Name of Service Company Employee:	Position Held/Current Title	General Job Description
Nicole Begnal	Senior Project Manager	Hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.
Robert Alessio	Principal Project Manager	Hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.
Patrick Chaney	Lead Project Manager	Hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.
Sankalp Geetam	Senior Project Manager	Hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.
Bradley Wheeler	Manager of Project Management	Manager of the project management team that will hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the portfolio of projects across the New England territory in regards to scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.

Danielle Phillips	Manager of Project Management	Manager of the project management team that will hold delegation of authority over and accountability for a large portfolio of complex gas projects in the New England territory. Responsible for the careful stewardship and prudent financial control of the portfolio throughout the execution phase: including planning, management and governance of assigned projects in accordance with the National Grid Capital Delivery model. Utilize Project Execution Plan, in combination with skills, influence, communication, technical and proven leadership experience in major oil and gas construction projects, to drive efficiencies across projects for on-schedule and on-budget delivery in alignment with company values, safety objectives and quality standards. Accept high visibility role communicating with senior staff, executive leadership and external stakeholder community, including elected officials and government regulatory authorities. Manage the portfolio of projects across the New England territory in regards to scope, schedule, budget and quality of the Gas Capital Projects to ensure they are developed in a least cost, fit for purpose manner to improve long term project robustness, requirements, costs and timescales.
Ed Villard	Lead Engineer	Project engineer who oversees design process and technical aspects of project. Writes RFPs/SOWs, selects design vendors, works with various internal and external stakeholders, ensures that delivered design is in accordance with code, company standards and LNG Operations preferences
Rebecca Slosberg	Lead Engineer	Project engineer who oversees design process and technical aspects of project. Writes RFPs/SOWs, selects design vendors, works with various internal and external stakeholders, ensures that delivered design is in accordance with code, company standards and LNG Operations preferences
Dylan Weinand	Senior Engineer	Project engineer who oversees design process and technical aspects of project. Writes RFPs/SOWs, selects design vendors, works with various internal and external stakeholders, ensures that delivered design is in accordance with code, company standards and LNG Operations preferences
Dennis Behr	Consulting Engineer	Project engineer who oversees design process and technical aspects of project. Writes RFPs/SOWs, selects design vendors, works with various internal and external stakeholders, ensures that delivered design is in accordance with code, company standards and LNG Operations preferences
Nimisha Rao	Senior Engineer	Project engineer who oversees design process and technical aspects of project. Writes RFPs/SOWs, selects design vendors, works with various internal and external stakeholders, ensures that delivered design is in accordance with code, company standards and LNG Operations preferences
Elizabeth Praught	Engineering Manager	Manager of the LNG/CNG project engineering team. Supports and manages engineers. Reviews LNG/CNG projects in all phases.
Greg Shea	Sr. Supervisor (Former - has moved to another department)	Construction Supervision for the Cumberland tank demolition
Brendan Maloney	Sr. Supervisor	Liquifier, Primary Construction Supervisor since start
Jeff Hancock	Sr. Supervisor	Liquifier, Construction Supervisor since hiring on 03/21
Kristian Theriault	Sr. Supervisor	Liquifier, GZA Geotechnical expert prior to becoming full time with NG, Has filled as Primary prior to hiring Hancock. Currently assigned to Exeter High Ex foam project.
John Thorne	Lead Project Manager, Project Development	Shepherd New England Gas Complex projects through the Network Development process in order to achieve the timely creation and approval of the Project Execution Plan, including but not limited to complete design and engineering, baseline schedule, detailed cost estimate, risk profile, and resourcing strategy. Assemble a cross functional project team to establish development and design requirements, milestones and least cost, fit-for-purpose solution. Work closely with the Process Safety and associated organizations in order to identify and respond appropriately to any potential hazards, incidents, or circumstances that impact the safety, well-being, and working environment of any projects. Facilitate and encourage the introduction of new technologies and innovative solutions to improve the delivery of NE Gas complex capital projects safely, on time, and in accordance with regulations, policies and procedures. Review project reports and performance metrics in order to monitor progress according to plan, guide the resolution of any major issues and provide timely updates to senior management.
James Stevens	Lead Project Manager, Project Development	Shepherd New England Gas Complex projects through the Network Development process in order to achieve the timely creation and approval of the Project Execution Plan, including but not limited to complete design and engineering, baseline schedule, detailed cost estimate, risk profile, and resourcing strategy. Assemble a cross functional project team to establish development and design requirements, milestones and least cost, fit-for-purpose solution. Work closely with the Process Safety and associated organizations in order to identify and respond appropriately to any potential hazards, incidents, or circumstances that impact the safety, well-being, and working environment of any projects. Facilitate and encourage the introduction of new technologies and innovative solutions to improve the delivery of NE Gas complex capital projects safely, on time, and in accordance with regulations, policies and procedures. Review project reports and performance metrics in order to monitor progress according to plan, guide the resolution of any major issues and provide timely updates to senior management.

<p>William Foley</p>	<p>Manager of Project Development</p>	<p>Manager of the Project Development team which shepherds New England Gas Complex projects through the Network Development process in order to achieve the timely creation and approval of the Project Execution Plan, including but not limited to complete design and engineering, baseline schedule, detailed cost estimate, risk profile, and resourcing strategy. Assemble a cross functional project team to establish development and design requirements, milestones and least cost, fit-for-purpose solution. Work closely with the Process Safety and associated organizations in order to identify and respond appropriately to any potential hazards, incidents, or circumstances that impact the safety, well-being, and working environment of any projects. Facilitate and encourage the introduction of new technologies and innovative solutions to improve the delivery of NE Gas complex capital projects safely, on time, and in accordance with regulations, policies and procedures. Review project reports and performance metrics in order to monitor progress according to plan, guide the resolution of any major issues and provide timely updates to senior management.</p>
<p>Joshua Bleicken</p>	<p>Manager Pressure Regulation Engineering/ LNG/CNG Asset Management</p>	<p>Manager for Pressure for Pressure Regulation Engineering, LNG/CNG Asset Engineering and Gas Business Process Safety. Aids GBE development and Implementation. Reviews TVC Records for Capital Projects. Owns and executes Capital Work Plans. Sanctions Programs and Projects. Supports I&R and LNG Requests and Reactive work. Maintains C55 Investments and attends Zero Variance Meetings. Supports Rate Cases. Responds to regulatory requests and reporting. Reacts and responds to IA's/Emergencies. Implements Station records gap remediation. Maintains Asset Inventory Database for LNG plants and pressure regulating Stations. Owns Station Integrity management program. Performs asset risk modeling. Manages heater glycol program. Implements LNG and CNG peak shaving operations. This engineering position will be expected to:</p> <ul style="list-style-type: none"> •Develop 5 year asset strategy and development of risk based capital plans for National Grids Liquefied Natural Gas (LNG) stations located in Long Island, Brooklyn, Massachusetts, and Rhode Island. •Develop a risk based model to evaluate all National Grid LNG stations that reflects the asset design, condition, strategic importance, and safety •Create training materials for field personnel involved in maintenance activities •Coordination with L&D to implement business specific training for LNG equipment •Develop strategies for capital improvements and station replacements •Develop engineering design specifications for LNG projects •Develop maintenance standards and specifications •Make recommendations for program improvements •Collaborate with the Process Safety liaisons from Gas Engineering, Gas Operations, and Gas Construction •Schedule and coordinate process safety reviews for LNG assets and modifications •Lead and conduct HAZOPs and LOPA studies for LNG station designs •Attend and the Bi-weekly Engineering Process Safety meetings •Completion of action items, training, and other key performance indicators •Work with our Process Safety engineers to create a program with collaboration from LNG Operations that ensures the review and inspection of Safety Instrumented Systems at LNG stations and coordination of the field work associated with calibration and end to end checking of Safety Instrumented Systems as well as Base Process Controllers (BPC's). •Meeting with key stakeholders and assure that LNG stations meet and exceed the
<p>Brian Caldwell</p>	<p>Team Lead Engineer LNG CNG Asset Management</p>	<p>Manages LNG/ CNG Asset management team. This engineering position will be expected to:</p> <ul style="list-style-type: none"> •Develop 5 year asset strategy and development of risk based capital plans for National Grids Liquefied Natural Gas (LNG) stations located in Long Island, Brooklyn, Massachusetts, and Rhode Island. •Develop a risk based model to evaluate all National Grid LNG stations that reflects the asset design, condition, strategic importance, and safety •Create training materials for field personnel involved in maintenance activities •Coordination with L&D to implement business specific training for LNG equipment •Develop strategies for capital improvements and station replacements •Develop engineering design specifications for LNG projects •Develop maintenance standards and specifications •Make recommendations for program improvements •Collaborate with the Process Safety liaisons from Gas Engineering, Gas Operations, and Gas Construction •Schedule and coordinate process safety reviews for LNG assets and modifications •Lead and conduct HAZOPs and LOPA studies for LNG station designs •Attend and the Bi-weekly Engineering Process Safety meetings •Completion of action items, training, and other key performance indicators •Work with our Process Safety engineers to create a program with collaboration from LNG Operations that ensures the review and inspection of Safety Instrumented Systems at LNG stations and coordination of the field work associated with calibration and end to end checking of Safety Instrumented Systems as well as Base Process Controllers (BPC's). •Meeting with key stakeholders and assure that LNG stations meet and exceed the corporate standards for individual and societal risk.

<p>Lucas Drake</p>	<p>Lead Engineer Pressure Regulation Engineering IVP/IMP (Former LNG/CNG Asset)</p>	<p>This position creates the strategy and delivers the documentation for National Grid's records for transmission connected regulating stations. It also creates the capital program for replacing undocumented piping as well as component analysis and testing to ensure that National Grids stations operating at transmission pressure meet the PHMSA guidelines for safe and reliable operation of transmission assets. This position develops the IMP (Integrity Management) program in accordance with Federal and State rules and regulations.</p> <p>Position Responsibilities (including but not limited to):</p> <ul style="list-style-type: none"> - Make informed, authoritative technical asset plans for maintenance and capital investment in support of the Pressure Regulation IMP program - Translate IMP program requirements into clearly defined business cases, and budgets. - Direct and deliver a range of engineering services, and solutions to enable capital improvements to mitigate system integrity damage or substandard conditions and meet the required standards of maintenance and construction.
<p>Steven Cardoso</p>	<p>Lead Engineer LNG CNG Asset Management</p>	<p>This engineering position will be expected to:</p> <ul style="list-style-type: none"> •Develop 5 year asset strategy and development of risk based capital plans for National Grids Liquefied Natural Gas (LNG) stations located in Long Island, Brooklyn, Massachusetts, and Rhode Island. •Develop a risk based model to evaluate all National Grid LNG stations that reflects the asset design, condition, strategic importance, and safety •Create training materials for field personnel involved in maintenance activities •Coordination with L&D to implement business specific training for LNG equipment •Develop strategies for capital improvements and station replacements •Develop engineering design specifications for LNG projects •Develop maintenance standards and specifications •Make recommendations for program improvements •Collaborate with the Process Safety liaisons from Gas Engineering, Gas Operations, and Gas Construction •Schedule and coordinate process safety reviews for LNG assets and modifications •Lead and conduct HAZOPs and LOPA studies for LNG station designs •Attend and the Bi-weekly Engineering Process Safety meetings •Completion of action items, training, and other key performance indicators •Work with our Process Safety engineers to create a program with collaboration from LNG Operations that ensures the review and inspection of Safety Instrumented Systems at LNG stations and coordination of the field work associated with calibration and end to end checking of Safety Instrumented Systems as well as Base Process Controllers (BPC's). •Meeting with key stakeholders and assure that LNG stations meet and exceed the corporate standards for individual and societal risk.
<p>Matt Adam</p>	<p>Lead Engineer LNG CNG Asset Management</p>	<p>This engineering position will be expected to:</p> <ul style="list-style-type: none"> •Develop 5 year asset strategy and development of risk based capital plans for National Grids Liquefied Natural Gas (LNG) stations located in Long Island, Brooklyn, Massachusetts, and Rhode Island. •Develop a risk based model to evaluate all National Grid LNG stations that reflects the asset design, condition, strategic importance, and safety •Create training materials for field personnel involved in maintenance activities •Coordination with L&D to implement business specific training for LNG equipment •Develop strategies for capital improvements and station replacements •Develop engineering design specifications for LNG projects •Develop maintenance standards and specifications •Make recommendations for program improvements •Collaborate with the Process Safety liaisons from Gas Engineering, Gas Operations, and Gas Construction •Schedule and coordinate process safety reviews for LNG assets and modifications •Lead and conduct HAZOPs and LOPA studies for LNG station designs •Attend and the Bi-weekly Engineering Process Safety meetings •Completion of action items, training, and other key performance indicators •Work with our Process Safety engineers to create a program with collaboration from LNG Operations that ensures the review and inspection of Safety Instrumented Systems at LNG stations and coordination of the field work associated with calibration and end to end checking of Safety Instrumented Systems as well as Base Process Controllers (BPC's). •Meeting with key stakeholders and assure that LNG stations meet and exceed the corporate standards for individual and societal risk.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY
Docket No. D-21-09
National Grid USA and The Narragansett Electric Company's
Responses to Division's Fifth Set of Data Requests
Issued on August 6, 2021

National Grid USA and The Narragansett Electric Company
Division 5-7

Request:

With respect to the National Grid LNG LLC (NGLNG) Fields Point Liquefaction Project, the Federal Energy Regulatory Commission (FERC) issued a notice on December 21, 2020 regarding the request of NGLNG for an extension of time until October 17, 2022 to complete construction of, and place into service its NGLNG Fields Point Liquefaction Project. Please:

- a. Verify that October 17, 2022 is still the anticipated in-service date for the NGLNG Fields Point Liquefaction Project, and if not, provide the current anticipated in-service date for that facility.
- b. Provide the current expected date on which service from the NGLNG Fields Point Liquefaction Project is expected to begin providing liquefied natural gas (LNG) to:
 - i. Narragansett's gas system;
 - ii. other entities located in Rhode Island; and
 - iii. entities that are located in other jurisdictions.

Response:

- a. The current expectation is that the NGLNG Fields Point Liquefaction Project facilities will be in-service on or before October 17, 2022, which is the end of the current extension period for placing the facilities in service.
- b.
 - i. The Narragansett Electric Company ("Narragansett") will be able to use its contracted capacity in the liquefaction facility as of the in-service date, which is expected to be on or before October 17, 2022. The timing will be the same regardless of whether PPL Rhode Island Holdings, LLC or National Grid USA owns Narragansett.
 - ii. No other entities in Rhode Island have contracted to use the liquefaction facility.
 - iii. Boston Gas Company is the only other entity that has contracted to use the liquefaction facility, and it will be able to do so at the same time as Narragansett.

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NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY
Docket No. D-21-09
National Grid USA and The Narragansett Electric Company's
Responses to Division's Seventh Set of Data Requests
Issued on August 31, 2021

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.

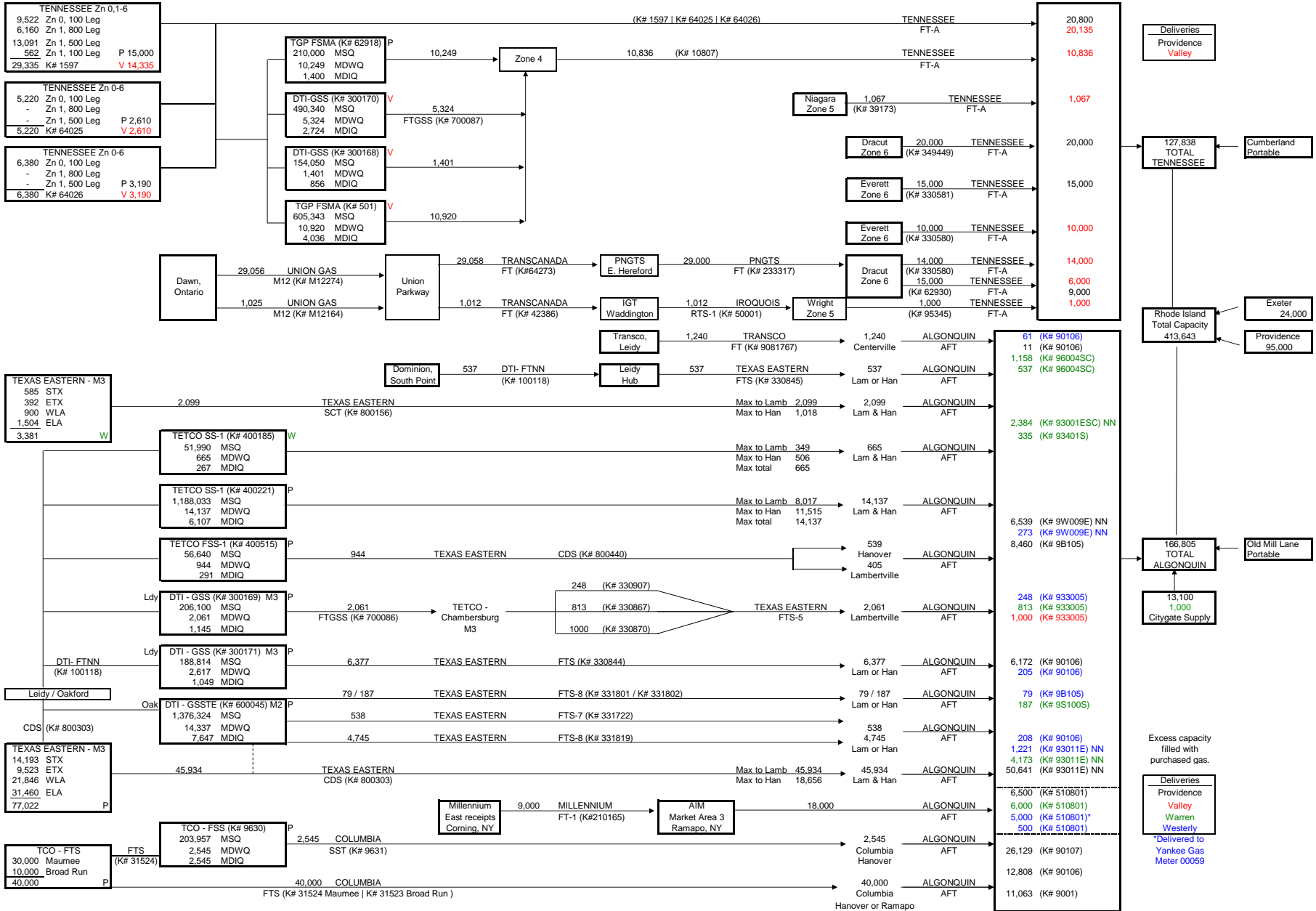
Response:

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.

RHODE ISLAND COMPANIES - CONSOLIDATED PORTFOLIO SCHEMATIC

Peak Season Volumes

As of November 1, 2021



PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
 NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY
 Docket No. D-21-09
 National Grid USA and The Narragansett Electric Company's
 Responses to Division's Seventh Set of Data Requests
 Issued on August 31, 2021

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.

Table 1

<i>As of August 16, 2021</i>	Short-term: Activities transitioning to PPL on Day One	Long-term: Areas with TSA Needs
Customer	<ul style="list-style-type: none"> • Customer Connections • Customer Programs (Energy Efficiency, Low Income) • Marketing & Growth 	<ul style="list-style-type: none"> • Contact Center • Billing & Collections • Customer Delivery • Meter Data Services
Gas	<ul style="list-style-type: none"> • Customer Meter Services • Meter Shop • Field Operations • Leak Survey & Damage Prevention • Construction & Inspection • Project & Construction Management 	<ul style="list-style-type: none"> • Control Center • Gas Procurement

PUBLIC

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

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Issued on August 31, 2021

	<ul style="list-style-type: none"> • Work & Resource Planning • Engineering & Asset Management • LNG Operations • Instrumentation & Regulation • Pipeline Safety & Compliance 	
Electric	<ul style="list-style-type: none"> • Field Engineering • Protection, Control, Telecom, Meter Engineering & Operations • Distribution Design • Asset Management • Distribution Control Center • Regional Field Operations • Customer Meter Services • Project & Construction Management • Work & Resource Planning 	<ul style="list-style-type: none"> • Electricity Procurement • Transmission Control Center • T-line and substation design & engineering Transmission interconnections
Reg & Gov Affairs	<ul style="list-style-type: none"> • Regulatory Affairs • Regulatory Strategy • Accountability for all Regulatory Filing Requirements 	<ul style="list-style-type: none"> • TSA will provide consultant services on specific list of quarterly, annual, monthly filings as agreed with PPL
Ops Support (incl. Bus. Services)	<ul style="list-style-type: none"> • Fleet • Environmental • Safety 	<ul style="list-style-type: none"> • Payroll & Timekeeping • P2P • Facilities & property services • Inventory management & warehouse management • Security • Technical Training
HR	<ul style="list-style-type: none"> • Recruitment • Talent management • Labor relations • Performance mgmt. 	<ul style="list-style-type: none"> • Employee services • HRIS • Benefits & retirement administration
Legal & Compliance	<ul style="list-style-type: none"> • All activities transitioning to PPL 	<ul style="list-style-type: none"> • None
Finance & Accounting (inc Tax)	<ul style="list-style-type: none"> • Overall financial planning including debt, cash management, tax filings, enterprise risk management, insurance, audit and internal controls 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • PPL to provision access to RI employees to legacy PPL systems. RI employees to retain access to NG systems necessary for Day 1 operations 	<ul style="list-style-type: none"> • 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

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Issued on August 31, 2021

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.

TSA Baseline 16 August 2021					
TSA ID	TSA Schedule	TSA Grouping	Workstream responsible	Sub-workstream responsible	Duration
001-BS	Customer Billing Operations	Business Services	Customer Service	Billings & Collections	24 months
002-BS	SAP (Non-Utility) Billing Operations	Business Services	Customer Service	Billings & Collections	24 months
003-BS	Payment Processing	Business Services	Customer Service	Billings & Collections	24 months
004-BS	Credit & Collections	Business Services	Customer Service	Billings & Collections	24 months
005-BS	Revenue assurance	Business Services	Customer Service	Billings & Collections	24 months
006-BS	Financial transactions	Business Services	Customer Service	Billings & Collections	24 months
008-BS	High volume residential building	Business Services	Customer Service	Billings & Collections	24 months
009-BS	Complex Billing Account Management	Business Services	Customer Service	Billings & Collections	24 months
010-BS	Protections	Business Services	Customer Service	Billings & Collections	24 months
011-BS	Service Applications Manger (SAM)	Business Services	Customer Service	Billings & Collections	24 months
012-BS	Account Data Maintenance (ADM)	Business Services	Customer Service	Billings & Collections	24 months
013-BS	Advanced Consumption, Long Term Estimates	Business Services	Customer Service	Billings & Collections	24 months
014-BS	Supply Chain Master Data Management (MDM)	Business Services	Procure to Pay	Procure to Pay	24 months
015-BS	Accounts payable	Business Services	Procure to Pay	Procure to Pay	24 months
016-BS	Transactional Procurement	Business Services	Procure to Pay	Procure to Pay	24 months
017-BS	Manage Procure to Pay (P2P)	Business Services	Procure to Pay	Procure to Pay	24 months
018-BS	Procure to Pay (P2P) system	Business Services	Procure to Pay	Procure to Pay	24 months
019-BS	Storm Filing process	Business Services	Procure to Pay	Procure to Pay	24 months
020-BS	Capital Delivery and Shop on behalf of / Receive	Business Services	Procure to Pay	Procure to Pay	24 months
021-BS	Employee Services Support Center	Business Services	HR & Employee Relations	HR Operations	24 months
022-BS	Human Resources Administration	Business Services	HR & Employee Relations	HR Operations	24 months
023-BS	HRIS - Organisation and Position management	Business Services	HR & Employee Relations	HR Operations	24 months
024-BS	HRIS - Reporting	Business Services	HR & Employee Relations	HR Operations	24 months
025-BS	HRIS - Technology Support Services	Business Services	HR & Employee Relations	HR Operations	24 months
026-BS	Employee Records & Information requests	Business Services	HR & Employee Relations	HR Operations	24 months
027-BS	Benefits administration	Business Services	HR & Employee Relations	HR Operations	24 months
028-BS	401k administration	Business Services	HR & Employee Relations	HR Operations	24 months
029-BS	Pension administration	Business Services	HR & Employee Relations	HR Operations	24 months
030-BS	Retirement administration	Business Services	HR & Employee Relations	Retirement benefits	24 months
031-BS	Time Governance	Business Services	HR & Employee Relations	HR Operations	24 months
032-BS	Payroll Processing	Business Services	HR & Employee Relations	HR Operations	24 months
033-BS	Year End Tax Form (W-2) processing	Business Services	HR & Employee Relations	HR Operations	24 months
035-BS	Balance Sheet Account Reconciliations	Business Services	Finance & Accounting	Finance & Accounting	12 months
038-CS	Customer Sales and Solutions	Customer Service	Customer Service	Customer sales and solutions	3-6 months
039-CS	Call Center Operations	Customer Service	Customer Service	Customer Delivery	24 months
046-FAC (NEW)	Mailroom Services	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	24 Months
045-FAC	Repair & Maintenance, internally managed &	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	12 months
047-FIN	Accounting and financial reporting	Finance	Finance & Accounting	Finance & Accounting	12 months
051a-FIN	Middle Office support for gas procurement	Finance	Finance & Accounting	Finance & Accounting	24 months
051b-FIN	Middle Office support for electric procurement	Finance	Finance & Accounting	Finance & Accounting	24 months
051c-FIN	Back-Office support for electric procurement	Finance	Finance & Accounting	Finance & Accounting	24 months
052-FIN	Claims handling investigation	Finance	Finance & Accounting	Finance & Accounting	12 months
053-FIN	Tax consulting services	Finance	Tax	Tax	24 months
054-FIN	Property tax services	Finance	Tax	Tax	24 months
055-HSE	Health, Safety, Environment (HS&E) and	Environment, Compliance, Training & S	HSE	HSE	24 months
056-HSE	Field Safety support	Environment, Compliance, Training & S	HSE	HSE	24 months
059-HSE	Site Investigation and Remediation (SIR)	Environment, Compliance, Training & S	HSE	HSE	24 months
060-HSE	Environmental Field Support	Environment, Compliance, Training & S	HSE	HSE	24 months
061-HSE	Spill control/ response	Environment, Compliance, Training & S	HSE	HSE	24 months
062-HSE	PUC Environmental Filing Support	Environment, Compliance, Training & S	HSE	HSE	24 months
063-HSE	Environmental Licenses, Permits and Orders	Environment, Compliance, Training & S	HSE	HSE	24 months
064-HSE	Site security services	Environment, Compliance, Training & S	HSE	HSE	24 months
065-REG	Regulatory support - General	Regulatory support	Regulatory support	Regulatory support	12 months
066-REG	Regulatory support - Reporting and filings -	Regulatory support	Regulatory support	Regulatory support	12 months
067-REG	Regulatory support - Reporting & filing -	Regulatory support	Regulatory support	Regulatory support	12 months
068-SC	Strategic Procurement	Supply Chain management	Procurement	Procurement	24 Months
069-SC	Inventory management	Supply Chain management	Inventory Mgmt./Warehouse Mgmt./Fleet	Inventory Mgmt./Warehouse Mgmt./Fleet	24 Months
070A-EO	Asset management and planning transmission,	Electricity operations	Electricity Operations (Distribution & Transmission)	Asset & Engineering	12 months
070B-EO	Transmission & Sub-Transmission Asset	Electricity operations	Electricity Operations (Distribution & Transmission)	Asset & Engineering	6 Months
071-EO	Maintenance strategy engineering and technical	Electricity operations	Electricity Operations (Distribution & Transmission)	Asset & Engineering	12 months
072-EO	Electric engineering and design	Electricity operations	Electricity Operations (Distribution & Transmission)	Construction	12 months
073B-EO	Electric & lab testing	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
074B-EO	Electric meter shop	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
075A-EO	Investment management and workplan	Electricity operations	Electricity Operations (Distribution & Transmission)	Asset & Engineering	12 months
075B-EO	Resource planning (across T&D)	Electricity operations	Electricity Operations (Distribution & Transmission)	Resource planning	24 months
076-EO	Planned major maintenance & capital	Electricity operations	Electricity Operations (Distribution & Transmission)	Construction	24 months
077-EO	Electric operations (Transmission and	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
078-EO	Electric network control	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
079-EO	Mapping and records	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
080-EO	Meter data services	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	12 months
081-EO	NERC NPCC - reliability compliance	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	6 months
082A-EO	Emergency Planning & Operations	Electricity operations	Electricity Operations (Distribution & Transmission)	Storm Response	6 months
083-EO	Aviation and inspection	Electricity operations	Electricity Operations (Distribution & Transmission)	Asset & Engineering	12 months
084-EO	Shared Telecom Network (STN)	Electricity operations	Electricity Operations (Distribution & Transmission)	Others	24 months
087-GO	Resource management, investment planning &	Gas operations	Gas operations	Resource Management	24 months
091-GO	Gas control center operations	Gas operations	Gas operations	Control Centre and dispatching	24 months
101A-EP	Gas load forecasting	Energy Procurement	Energy Procurement	Energy Procurement	24 months
101B-EP	Electric load forecasting	Energy Procurement	Energy Procurement	Energy Procurement	24 months
102-EP	Gas procurement services - General	Energy Procurement	Energy Procurement	Energy Procurement	24 months
103A-EP	Energy transactions (Physical transactions)	Energy Procurement	Energy Procurement	Energy Procurement	24 months
103B-EP	Energy transactions (Financial)	Energy Procurement	Energy Procurement	Energy Procurement	24 months
104-EP	Retail Choice Programs	Energy Procurement	Energy Procurement	Energy Procurement	24 months
105-EP	Clean Energy Supply	Energy Procurement	Energy Procurement	Energy Procurement	24 months
106-IT	Business application services	IT	IT	IT	24 months
106-EP	Electric procurement	Energy Procurement	Energy Procurement	Energy Procurement	24 months
107-IT	Service desk and service management	IT	IT	IT	24 months
108-IT	Collaboration services (email)	IT	IT	IT	24 months
109-IT	Data center services	IT	IT	IT	24 months
110-IT	Client services	IT	IT	IT	24 months
111-IT	Commercial services	IT	IT	IT	24 months
112-IT	Infrastructure services	IT	IT	IT	24 months
113-IT	Network support	IT	IT	IT	24 months
114-IT	IT Energy Management System (EMS) -	IT	IT	IT	24 months
115-IT	Security services	IT	IT	IT	24 months
116-IT	Emergency response services	IT	IT	IT	24 months
117-IT	Exit migration services	IT	IT	IT	24 months
118-HR	Labour and Employee Relations	HR	HR & Employee Relations	Labor Relations	3 months
119-HR	Training (Learning and Development)	HR	HR & Employee Relations	Talent Mgmt & Learning	24 months
122-HR	Workforce planning and people analytics	HR	HR & Employee Relations	People Team	24 months
123-HR	Talent and Performance Management	HR	HR & Employee Relations	Talent Mgmt & Learning	24 months
124-FAC	Massachusetts and New York offices	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	12 months
125-FAC	Massachusetts operations facilities	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	24 months
126-FAC	Massachusetts warehouse facilities	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	12 months
127-SC	Warehouse management	Supply Chain Management	Inventory Mgmt./Warehouse Mgmt./Fleet	Inventory Mgmt./Warehouse Mgmt./Fleet	24 Months
129-FIN	Financial planning and analysis	Finance	Finance & Accounting	Finance & Accounting	12 months
130-HSE	Health services	Environment, Compliance, Training & S	HSE	HSE	24 months
131-HSE	Safety policy & programs	Environment, Compliance, Training & S	HSE	HSE	24 months
132-FAC	Northboro contact center	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	24 months
133-FAC	Training facilities	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	24 months
134-FAC	Right of Way and survey engineering	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	18 months
135-FAC	Capital Project support	Facilities & Property Services	Facilities & Property Services	Facilities & Property Services	18 months
136-REG	Regulatory Support - New England Power	Regulatory Support	Regulatory support	Regulatory support	12 months
137-REG	Regulatory Support - Stakeholder Group	Regulatory Support	Regulatory support	Regulatory support	6 months
138-BS	Card and Expenses Administration	Business Services	Procure to Pay	Procure to Pay	24 months
139-EO	Distribution Pole Attachments Program	Electricity operations	Electricity Operations (Distribution & Transmission)	Distribution	6 Months

140-EO	Radio and Microwave Systems	Electricity operations	Electricity Operations (Distribution & Transmission)	Radio and Microwave	24 Months
141-EO	Electric Distribution Control Centre	Electricity operations	Electricity Operations (Distribution & Transmission)	Distribution	24 Months
142-EO	Electric Distribution Control Centre Backup	Electricity operations	Electricity Operations (Distribution & Transmission)	Distribution	24 Months

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.

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Transition Services

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- 001-BS: Customer Billing Operations

TSA ID:	001-BS
Service:	Customer Billing Operations
Detail:	<p>Provide the following services for customer billing:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Billing <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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.

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- **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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	<ul style="list-style-type: none"> ▪ Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ N/A <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ 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	

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

TSA ID:	002-BS
Service:	SAP (Non-Utility) Billing Operations
Detail:	<p>Provide the following services for SAP Non-Utility billing:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> Document Management – <i>Records Management and IT (SAP ECC) is Responsible for this.</i> Contract Administration – <i>Procurement is Responsible for this</i> Work Order Management - <i>IT (STORMS, Maximo, Salesforce) are responsible for this, in addition to the Work Order Management Teams found in the EBU and GBU.</i>

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	<ul style="list-style-type: none"> ▪ Tax - <i>Tax and Indirect Tax Departments are responsible for Tax Calculations in SAP ECC Environment</i> <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ 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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Transition Services

- 003-BS: Payment Processing

TSA ID:	003-BS
Service:	Payment Processing
Detail:	<p>Provide services necessary for timely and appropriate customer payment processing:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ 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 customer returned payments (NSF) ▪ 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 <p><u>Exclusions</u> Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p>

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	<ul style="list-style-type: none">▪ 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

- 004 BS: Credit & Collections

TSA ID:	004-BS
Service:	Credit & Collections
Detail:	<p>Provide services for customer credit & collections activities:</p> <p><i>Service Description:</i></p> <ul style="list-style-type: none"> Credit and Collections Management <ul style="list-style-type: none"> Collection strategy execution using a risk-based portfolio management program including: <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Financial controls and audit compliance Assure compliance with regulatory rules regarding collection activities and customer protections

Exhibit A

Transition Services

	<ul style="list-style-type: none"> ○ 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 <p>▪ Financial Analysis and Rate Case Support</p> <ul style="list-style-type: none"> ○ Financial performance reporting including monthly bad debt and write off ○ Analysis required to support regulatory reporting obligations (e.g. incentive mechanisms, cost recovery) <p>○ Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders</p> <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ○ 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. <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ▪ 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	

Exhibit A

Transition Services

Company Service Representative	
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- 005-BS: Revenue Assurance

TSA ID:	005-BS
Service:	Revenue Assurance
Detail:	<p>Provide services for Revenue Assurance activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> Develop and implement strategy to act on identified theft of services / diversion or other revenue losses by: <ul style="list-style-type: none"> 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> Works with Account Maintenance & Operations (AMO) for back billing of customer accounts - <i>Completed by AMO Team</i>

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Transition Services

	<ul style="list-style-type: none"> ▪ Does not prosecute nor lead investigations - <i>Completed by Company Legal and External Law Enforcement & Judicial Entities</i> ▪ Is not responsible for correction or billing of theft between tenants ▪ Detectant - Revenue Assurance does not use the Detectant toolset in RI. <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Times
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

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Transition Services

- 006-BS: Financial Transactions

TSA ID:	006-BS
Service:	Financial Transactions
Detail:	<p>Provide services for Financial Transaction activities:</p> <p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ Bankruptcy (BK) Protections <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ National Grid to provide necessary in relation tax certifications for all customer accounts that are coded tax exempt: <ul style="list-style-type: none"> ▪ 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 <ul style="list-style-type: none"> ○ 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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Transition Services

	<p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ N/A <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ 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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Transition Services

- 008-BS: High Volume Residential billing

TSA ID:	008-BS
Service:	High Volume Residential Billing
Detail:	<p>Provide services for High Volume Residential Billing:</p> <p><u>Service Description:</u></p> <p>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.</p> <ul style="list-style-type: none"> ▪ Meter Reading and Billing Exceptions <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ The residential billing team issues and completes change meter orders when a meter is not registering correctly (i.e. forced estimates) ▪ Multiple Edit <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 investigate 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

Exhibit A

Transition Services

	<p>and review the request and take the appropriate steps to resolve the request.</p> <ul style="list-style-type: none"> • Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ N/A <p><i>Bundling</i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ 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

- 009-BS: Complex Billing Account Management

TSA ID:	009-BS
Service:	Complex Billing Account Management
Detail:	<p>Provide services for complex billing activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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

Exhibit A

Transition Services

	<ul style="list-style-type: none"> ○ 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ N/A <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ 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	

Exhibit A

Transition Services

Company Service Representative	
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Exhibit A

Transition Services

- 010-BS: Protections

TSA ID:	010-BS
Service:	Protections
Detail:	<p>Provide services for protections activities:</p> <p><i>Service Description:</i></p> <ul style="list-style-type: none"> 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> N/A <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> 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

Exhibit A

Transition Services

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:	<p>Provide services for new service initiation:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ 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 regulatory orders <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ N/A <p><u>Bundling</u> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>

Exhibit A

Transition Services

	<p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ 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	

Exhibit A

Transition Services

- 012-BS: Account Data Maintenance (ADM)

TSA ID:	012-BS
Service:	Account Data Maintenance (ADM)
Detail:	<p>Provide services for Account Data Maintenance:</p> <p><u>Service Description:</u></p> <p>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.</p> <ul style="list-style-type: none"> 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

Exhibit A

Transition Services

	<p>Processing and maintenance of discount rates and renewals</p> <p>Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders</p> <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ N/A <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ 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

- 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:	<p>Provide services for Advanced Consumption, Long-Term Estimate, and Leave On For Landlord activities:</p> <p><u>Service Description:</u></p> <p>Advanced Consumption team manage the process of connecting a customer in the office to an active meter in the field to ensure accurate billing.</p> <ul style="list-style-type: none"> ▪ Advanced Consumption <ul style="list-style-type: none"> ○ 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) <ul style="list-style-type: none"> ○ 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) <ul style="list-style-type: none"> ○ Process application and deletion forms for landlords interested in enrolling/de-enrolling in the LOFL program <p>Execution of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders</p> <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ N/A <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>

Exhibit A

Transition Services

	<u>Hours of Operation:</u> <ul style="list-style-type: none">▪ 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.

Exhibit A

Transition Services

DRAFT LEGAL TSAs-Customer Services

038-CS: CUSTOMER SALES AND SOLUTIONS 3

039-CS: CALL CENTER OPERATIONS 4

Exhibit A

Transition Services

038-CS: Customer Sales and Solutions

TSA ID:	038-CS
Service:	Customer Sales and Solutions
Detail:	<p>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.</p> <p>Electric Connections USAS</p> <ul style="list-style-type: none"> 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 <p>Gas Connections USAS</p> <ul style="list-style-type: none"> 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:	

Exhibit A**Transition Services****039-CS: Call Center Operations**

TSA ID:	039-CS
Service:	Call Center Operations
Detail:	<p>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:</p> <ul style="list-style-type: none"> • All Call Center Operations (manage customer service problems, requests, inquiries and customer transactions) <ul style="list-style-type: none"> ○ Establish new customers ○ Customer Move-In, Move-Out ○ Gas Lead Intake for new customers ○ Managed 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 <ul style="list-style-type: none"> ○ 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)

Exhibit A**Transition Services**

- 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

Exhibit A

Transition Services

	<ul style="list-style-type: none"> • 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). <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p> <p>Call center business hours are Monday – Friday, 7 am – 7 pm. Coverage is provided 24 x 7 for gas emergencies and outages</p> <p>Collections call hours are Monday – Friday, 7am – 9pm, and on Saturdays 7am – 5pm.</p>
Transition Period:	24 Months
Fee:	
Seller Service Representative:	
Company Service Representative:	

SCHEDULE A

TRANSITION 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.

SCHEDULE A

TRANSITION SERVICES

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

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104-EP: RETAIL CHOICE PROGRAMS..... 14

105-EP: CLEAN ENERGY SUPPLY 16

106-EP: ELECTRIC PROCUREMENT 18

SCHEDULE A

TRANSITION SERVICES

101A-EP: Gas Load Forecasting

ID	101A-EP
Service: Energy Procurement	Gas Load Forecasting
Detail:	<p>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:</p> <ul style="list-style-type: none"> ● Determine daily and long-term natural gas requirements: <ul style="list-style-type: none"> • Retail demand forecast – monthly forecast of customer load requirements for residential, commercial & industrial, and sales service and transportation services <ul style="list-style-type: none"> ▪ 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 <ul style="list-style-type: none"> ▪ 10-years ahead at both company- and zip code-levels ● Compliance and Regulatory Support <ul style="list-style-type: none"> • 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.

Confidential – Draft for Discussion

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • Prepare and file in a timely manner all periodic submissions as per PUC Rules. <ul style="list-style-type: none"> ● 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: <ul style="list-style-type: none"> • 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 <p>Service Exclusions:</p> <ul style="list-style-type: none"> ● Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p>
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SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> ● 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 Procurement	Electric Load Forecasting
Detail:	<p>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:</p> <ul style="list-style-type: none"> ● Determine daily and long-term electric requirements: <ul style="list-style-type: none"> • Retail Sales Forecasting includes the following forecasts by company, revenue class, and rate code: <ul style="list-style-type: none"> ▪ 15-year ahead monthly forecasts ▪ Pre- and Post-Distributed Energy Resources (DERs) • Supply Forecasting includes: <ul style="list-style-type: none"> ▪ For retail (customer) level: <ul style="list-style-type: none"> ● Provider type (competitive supplier or company) ● Revenue class (residential, commercial, and industrial) ▪ For wholesale level: <ul style="list-style-type: none"> ● By zone and revenue class ● By calendar month • Peak Forecasting includes: <ul style="list-style-type: none"> ▪ 15-years ahead for summer and winter ▪ Hourly load profiles <ul style="list-style-type: none"> ● Peak day: summer and winter ● Typical day: weekday and weekend by season ● By scenarios:

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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
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SCHEDULE A

TRANSITION SERVICES

	<p>Service Exclusions:</p> <ul style="list-style-type: none">● Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none">● 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 Procurement	Gas Procurement Services - General
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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): <ul style="list-style-type: none"> ○ Acquisition of long-term supply and pipeline capacity ○ Assist in federal regulatory proceedings ○ Managing asset management agreements ○ LNG: <ul style="list-style-type: none"> ▪ 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; <ul style="list-style-type: none"> ○ Request PUC contract approval as needed

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • 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 <p>Service exclusions:</p> <ul style="list-style-type: none"> • Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none"> • 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

103A-EP: Energy Transactions (Physical Transactions)

ID	103A-EP
Service: Energy Procurement	Energy Transactions (Physical Transactions)
Detail:	<p>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:</p> <ul style="list-style-type: none"> ● Physical transactions include <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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 • Top monthly plan to include establishing a proxy (index) to optimize against and breakeven points to trade • Trade physical gas daily to capture cost savings vs index

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> ● Support middle- and back-offices relating to accounting; credit support and analysis <p>Service Exclusions:</p> <ul style="list-style-type: none"> ● Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none"> ● 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

103B-EP: Energy Transactions (Financial)

ID	103B-EP
Service: Energy Procurement	Energy Transactions (Financial)
Detail:	<p>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:</p> <ul style="list-style-type: none"> ● Financial Transactions include. <ul style="list-style-type: none"> • 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 <p>Service exclusions:</p>

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	<ul style="list-style-type: none">● Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none">● 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

104-EP: Retail Choice Programs

ID	104-EP
Service: Energy Procurement	Retail Choice Programs
	<p>National Grid shall make available to the Company its personnel for providing support in relation to the retail choice programs, in particular the following:</p> <ul style="list-style-type: none"> • Managing and administering large and small volume retail choice programs; • Tracking, confirming, and monitoring gas deliveries by marketers, including: <ul style="list-style-type: none"> ○ 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 <p>Service exclusions:</p> <ul style="list-style-type: none"> • Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none"> • 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:	

SCHEDULE A

TRANSITION SERVICES

105-EP: Clean Energy Supply

ID	105-EP
Service: Energy Procurement	Long Term Clean Energy Supply
	<p>National Grid shall make available to the Company its personnel for providing support in relation to clean energy supply, in particular the following:</p> <p>Long-term contracts</p> <ul style="list-style-type: none"> • 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) <p>Market Base Rate</p> <ul style="list-style-type: none"> • Triannual Filing • FERC Monthly Filing <p>Renewable Energy (RE) Growth Program</p> <ul style="list-style-type: none"> • 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. <p>Service exclusions:</p> <ul style="list-style-type: none"> • Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p>

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none">● 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 Procurement	Electric Procurement
	<p>National Grid shall make available to the Company its personnel for providing support in relation to electric procurement energy supply, in particular the following:</p> <p>Last Resort Service (LRS)</p> <ul style="list-style-type: none"> • LRS Procurement Plan submission to Rhode Island PUC • Request for Proposals (RFPs) posted through National Grid’s website <ul style="list-style-type: none"> ○ 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 <p>Renewable Energy Certificates (RECs)</p> <ul style="list-style-type: none"> • 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

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • 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. <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <p>Power Purchase Agreements (PPAs)</p> <ul style="list-style-type: none"> • 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
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	<p>Renewable Energy (RE) Growth Program</p> <ul style="list-style-type: none"> ● 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 <p>Qualifying Facilities</p> <ul style="list-style-type: none"> ● Maintain existing qualifying facilities, update Adapt 2 for quarterly LRS price changes ● Manage Capacity Supply Obligations if necessary <p>Irregular requirements</p> <ul style="list-style-type: none"> ● Provide support that is required on an irregular basis for: <ul style="list-style-type: none"> ○ regulatory purposes, ○ one-off projects regarding Virtual Net Metering energy settlement, ○ internal reporting, and ○ 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. <p>Service exclusions:</p> <ul style="list-style-type: none"> ● Exclusions will be shared as they are identified as part of the service definition and refinement process underway <p>Bundled services:</p> <ul style="list-style-type: none"> ● Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway
Transition Period:	24 Months
Fee:	

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TRANSITION SERVICES

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.

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.

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Transition Services

SERVICE DESCRIPTIONS – GAS OPERATIONS AND ENGINEERING (THE NARRAGANSETT ELECTRIC COMPANY)

087-GO: CONSULTANCY SERVICES FOR DISPATCH SUPERVISION 3

091-GO: GAS CONTROL CENTER OPERATIONS 5

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087-GO: Consultancy Services for Dispatch Supervision

ID	087-GO
Service: Gas Operations	Consultancy Services for Dispatch Supervision
Detail:	<p>Prior to Closing, National Grid will hire and train the new RI Dispatch Supervisors prior to transfer to PPL. The training will consist of:</p> <ul style="list-style-type: none"> • 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 <p>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 role for the following activities:</p> <ul style="list-style-type: none"> • Performance guidance • Collective Bargaining past practices / work rules • Regulatory clarification • Field operations practices • Provide IT application insight as needed to effectively execute job

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	<ul style="list-style-type: none"> • 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 <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> • 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

Exhibit A

Transition Services

091-GO: Gas Control Center Operations

ID	091-GO
Service: Gas Operations	Gas Control Center Operations
Detail:	<p>The Seller will provide gas system control, monitoring and management services in a manner consistent with the support provided to the Company prior to 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:</p> <ul style="list-style-type: none"> • 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 <p><u>Bundling:</u></p> <ul style="list-style-type: none"> • 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.

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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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TRANSITION SERVICES

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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 Transitional 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 Transitional 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.

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

ID	070A-EO
Service:	Transmission & Sub-Transmission Asset Management and Planning
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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, and 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

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	<ul style="list-style-type: none"> • 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. <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

070B-EO – Distribution Asset Management and Planning

ID	070B-EO-EO
Service:	Distribution Asset Management and Planning

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TRANSITION SERVICES

Detail:	<p>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</p> <ul style="list-style-type: none"> • 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. <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	6 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

071-EO: Maintenance Strategy Engineering and Technical Services

ID	071-EO
Service:	Maintenance Strategy Engineering and Technical Services
Detail:	<p>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:</p> <p><u>Work Methods</u></p> <ul style="list-style-type: none"> • Provide work methods of maintenance for Transmission, Substation, Distribution, Relay, and Telecom assets <p><u>Emergency Response & Repair</u></p> <ul style="list-style-type: none"> • 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 <p><u>Transmission Maintenance Strategy and Engineering</u></p> <ul style="list-style-type: none"> • 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

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	<ul style="list-style-type: none"> • 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 <p><u>Services</u></p> <ul style="list-style-type: none"> • Provide management and services of streetlight maintenance and engineering services, facilitate street municipal sales and inquiries, and respond to regulatory tracking and filings. <p><u>Exclusions</u></p> <ul style="list-style-type: none"> • 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 <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

072-EO: Electric Engineering and Design

ID	072-EO
Service:	Electric Engineering and Design
Detail:	<p>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:</p> <p><u>Non-Complex</u></p> <ul style="list-style-type: none"> • Project Engineering and Design (Field Work) • 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 <p><u>Complex</u></p> <ul style="list-style-type: none"> • 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

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TRANSITION SERVICES

	<ul style="list-style-type: none"> • 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) <p><i>Exclusions</i></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

073A-EO: Codes & Standards

ID	073A-EO
Service:	Codes & Standards
Detail:	<p>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 :</p> <ul style="list-style-type: none"> • 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) <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

073B-EO: Electric Lab & Field Testing

ID	073B-EO
Service:	Electric Lab & Field Testing
Detail:	<p>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:</p> <p>Electric Lab and Field Testing</p> <ul style="list-style-type: none"> • 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 <p>Rubber Goods Testing and Maintenance</p> <ul style="list-style-type: none"> • Bucket Dielectric Testing • Instrument Calibration <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	

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TRANSITION SERVICES

Company Service Representative	
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TRANSITION SERVICES

074B-EO: Electric Meter Shop

ID	074B-EO
Service:	Electric Meter Shop
Detail:	<p>National Grid will provide the following services to the Company in a manner consistent with the provision of services prior to completion, in particular</p> <ul style="list-style-type: none"> • Manage inventory • Perform bench meter tests for: <ul style="list-style-type: none"> ○ Customer and regulator inquiries/complaints ○ Regulator-mandated testing programs ○ Pre-test reinstallation meters ○ Test certain percentage of new meters • Program electronic meters • Provide 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 <p>Meter programs required by applicable regulatory authorities (does not apply to wholesale transmission)</p> <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> • Follow up for additional information requests by regulatory authorities <p><i><u>Exclusions</u></i></p>

SCHEDULE A

TRANSITION SERVICES

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

SCHEDULE A

TRANSITION SERVICES

075A-EO: Investment Management and Workplan Development

ID	075A-EO
Service:	Investment Management, Workplan Development
Detail:	<p>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:</p> <p>Investment Management and Workplan Development</p> <ul style="list-style-type: none"> • 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 <p>Handle customer interactions prompted by program executions regarding schedule and complaints</p> <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A
TRANSITION SERVICES

SCHEDULE A

TRANSITION SERVICES

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

ID	075B-EO
Service:	Resource Planning and Resource Coordination
Detail:	<p>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:</p> <p>Resource Planning</p> <ul style="list-style-type: none"> • 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 <p>Resource Coordination</p> <ul style="list-style-type: none"> • Manage Digsafe/Re-Dig permits • Prepare permit applications • Assembly of work packages • Initiate work • Create work orders <p>Non-Complex Project/ Program Management (Distribution)</p> <ul style="list-style-type: none"> • Assist construction and project management for the execution of the work • Assist project administration and accounting coordination • Assist cost management and reporting

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

076-EO: Planned Major Maintenance & Capital Construction

ID	076-EO
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SCHEDULE A

TRANSITION SERVICES

Service:	Planned Transmission and Sub-Transmission Major Maintenance & Capital Construction
Detail:	<p>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:</p> <p>Project Development</p> <ul style="list-style-type: none"> • 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 <p>Project Management</p> <ul style="list-style-type: none"> • 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 • Provide support for work requiring project 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

SCHEDULE A

TRANSITION SERVICES

	<p>Estimating</p> <ul style="list-style-type: none"> • 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 <p>Operational Controls</p> <ul style="list-style-type: none"> • Project Controls <ul style="list-style-type: none"> ○ Provide monthly schedule updates, on behalf of project owners through closeout ○ Provide cost and schedule analysis to project owners. • Portfolio & WO Controls <ul style="list-style-type: none"> ○ 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months

SCHEDULE A

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:	<p>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:</p> <p>Vegetation Management Operations</p> <ul style="list-style-type: none"> • 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p>

SCHEDULE A

TRANSITION SERVICES

	<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	
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SCHEDULE A

TRANSITION SERVICES

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:	<p>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:</p> <ul style="list-style-type: none"> • 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; off-hour 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 current 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 <p><u>Exclusions</u></p>

SCHEDULE A

TRANSITION SERVICES

	Exclusions will be shared as they are identified as part of the service definition and refinement process underway <i>Bundling</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:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

079-EO: Mapping & Records

ID	079-EO
Service:	Mapping & Records
Detail:	<p>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:</p> <p>GIS Map updates (non-design jobs)</p> <ul style="list-style-type: none"> • IS400 updates and changes • RCC CAD Print update/create for Distribution Feeders • PowerOn (Outage Management System) updates/changes • Large Project Map creation <p>Non-GIS records</p> <ul style="list-style-type: none"> • 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months

SCHEDULE A

TRANSITION SERVICES

Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

080-EO: Meter Data Services

ID	080-EO
Service:	Meter Data Services
Detail:	<p>National Grid will provide data meter services for electric and gas in a manner consistent with the services provided prior to Completion, in particular:</p> <ul style="list-style-type: none"> • 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	2412 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

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:	<p>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</p> <p>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.</p> <p>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.</p> <p>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</p> <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	6 months

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TRANSITION SERVICES

Fee:	
Seller Service Representative	
Company Service Representative	

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TRANSITION SERVICES

082A-EO: Emergency Planning and Operations

ID	082A-EO
Service:	Emergency Planning and Operations
Detail:	<p>National Grid will provide emergency planning and operations to the Company in a manner consistent with the support provided prior to Closing, in particular:</p> <p>Manage outages caused by storms and other factors such as natural disasters, cyber-attack, major equipment failure.</p> <p>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.</p> <p>Provide plans for the five major functional areas per the recommended Incident Command Structure protocol: Command staff, Operations, Planning, Logistics, and Finance.</p> <p>Provide storm and outage preparation, execution, response, and ongoing operations to include:</p> <ul style="list-style-type: none"> • Storm / outage preparation operations include: <ul style="list-style-type: none"> o 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: <ul style="list-style-type: none"> 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. o 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

SCHEDULE A

TRANSITION SERVICES

	<ul style="list-style-type: none"> • Post-storm / outage operations include: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	6 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

083-EO: Aviation and Inspection

ID	083-EO
Service:	Aviation and inspection
Detail:	<p>National Grid will provide Aviation and Inspection services, in particular:</p> <ul style="list-style-type: none"> • Provide management, coordination, and administration of aviation program for planned inspections <p><i>Exclusions</i></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	12 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

084-EO: Shared Telecom Network (STN)

ID	084-EO
Service:	Shared Telecom Network
Detail:	<p>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.</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	

SCHEDULE A

TRANSITION SERVICES

Company Service Representative	
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SCHEDULE A

TRANSITION SERVICES

139-EO: Distribution Attachments

ID	139-EO
Service:	Distribution Pole Attachments Program
Detail:	<p>National Grid will provide attachments program management and services as outlined below:</p> <ul style="list-style-type: none"> • 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. <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	6 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

140-EO: Radio and Microwave Systems

ID	140-EO
Service:	Radio and Microwave Systems
Detail:	<p>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:</p> <ul style="list-style-type: none"> • Allow access and maintain radio system to support DCC operations and field operations • Maintain microwave system • Ensure licenses are maintained for Rhode Island <p><i>Exclusions</i></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><i>Bundling</i></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

141-EO: Electric Distribution Control Center

ID	141-EO
Service:	Distribution Control Center
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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 <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A

TRANSITION SERVICES

142-EO: Electric Distribution Control Center Backup

ID	142-EO
Service:	Distribution Control Center Backup
Detail:	<p>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:</p> <ul style="list-style-type: none"> • National Grid to provide the resources and systems needed to operate a backup RI DCC electric system on behalf of PPL RI. <p><u>Exclusions</u></p> <p>Exclusions will be shared as they are identified as part of the service definition and refinement process underway</p> <p><u>Bundling</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway</p>
Transition Period:	24 months
Fee:	
Seller Service Representative	
Company Service Representative	

SCHEDULE A
TRANSITION SERVICES

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.

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.

Exhibit A

Transition Services

**SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT
ELECTRIC COMPANY)**

035-BS: BALANCE SHEET ACCOUNT RECONCILIATIONS 3

Exhibit A

Transition Services

035-BS: Balance Sheet Account Reconciliations

TSA ID:	035-BS
Service:	Balance Sheet Account Reconciliations
Detail:	<p>National Grid will provide the Company monthly and quarterly balance sheet account reconciliations. Reconciliations will be provided as per the timetable below:</p> <ul style="list-style-type: none"> • 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 <p>The Seller will continue to apply the following thresholds during the transition period:</p> <ul style="list-style-type: none"> • \$0-5K- auto certified • <\$100k- any reconciling item greater than \$100K require an addendum (a formal action plan), which is escalated to their respective Director <p><u>Bundled services:</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.</p>
Transition Period:	12 months
Fee:	[TBD]
Seller Service Representative	<p>Director of Close and Consolidations</p> <p>Assistant Financial Controller, New England</p>

Exhibit A

Transition Services

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

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.

Exhibit A

Transition Services

SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT ELECTRIC COMPANY)

014-BS: SUPPLY CHAIN MASTER DATA MANAGEMENT (MDM) 3

015-BS: ACCOUNTS PAYABLE 5

016-BS: TRANSACTIONAL PROCUREMENT 7

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) 13

138-BS: CARD AND EXPENSE ADMINISTRATION 14

Exhibit A

Transition Services

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

TSA ID:	014-BS
Service:	Supply Chain Master Data Management (MDM)
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ Gather and update supply chain master data, including: <ul style="list-style-type: none"> ○ 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Materials Requirement Planning (“MRP”) ▪ Fleet vehicle master ▪ Employee master <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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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Exhibit A

Transition Services

Confidential – Draft for discussion

Exhibit A

Transition Services

015-BS: Accounts Payable

TSA ID:	015-BS
Service:	Accounts Payable
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ 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. <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Determination of valid accounting and allocations ▪ Perform confirmations on behalf of NG Requestor <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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

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Exhibit A

Transition Services

Company Service Representative	Manager, Corporate Cash
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Exhibit A

Transition Services

016-BS: Transactional Procurement

TSA ID:	016-BS
Service:	Transactional Procurement
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Assistance with determining which suppliers / vendors can meet customer requirements and finding the most competitively priced solution. Activities include the following: <ul style="list-style-type: none"> ○ 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 <p>Aid with research and resolution of order exceptions</p> <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ 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 <p><u>Bundled services:</u></p> <ul style="list-style-type: none"> ▪ 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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Exhibit A

Transition Services

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

Exhibit A

Transition Services

017-BS: Manage Procure to Pay (P2P)

TSA ID:	017-BS
Service:	Manage Procure to Pay (P2P)
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ 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: <ul style="list-style-type: none"> ○ Develop and maintain procedures ○ Maintain payments strategy ○ Perform communication & training for P2P functions ○ Procurement reporting requirements and standards ○ Evaluate & implement improvement opportunities ○ Retain records ○ Manage customer inquiries ▪ Provide insightful reporting / analysis to monitor the health of the end to end procure to pay process <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ General questions and support related to employee services, payroll, and benefits ▪ Various components of global procurement reporting including global spend, diversity spend and market research reporting. <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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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Exhibit A

Transition Services

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

Exhibit A

Transition Services

018-BS: Procure to Pay (P2P) System

TSA ID:	018-BS
Service:	Procure to Pay (P2P) System
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ 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: <ul style="list-style-type: none"> ○ 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. <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Ariba Sourcing ▪ Ariba Spend Visibility ▪ User Access ▪ Front Office support <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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

Exhibit A

Transition Services

019-BS: Storm filing process

TSA ID:	019-BS
Service:	Storm Filing Process Support
Detail:	<p><i>Service Description:</i></p> <p>National Grid will provide all storm related expense data to facilitate storm filings post-Closing:</p> <ul style="list-style-type: none"> ▪ 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Regulatory final storm cost accounting filing submission to regulators ▪ Regulatory data request submission to regulators ▪ 90-day storm reporting submission to regulators <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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

Exhibit A

Transition Services

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

TSA ID:	020-BS
Service:	Capital Delivery and Shop on behalf of / Receive on behalf of (SOBO/ ROBO)
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Validate accounting provided in requests. <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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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Exhibit A

Transition Services

138-BS: Card and Expense Administration

TSA ID:	138-BS
Service:	Card and Expense Administration
Detail:	<p><i>Service Description:</i></p> <p>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:</p> <ul style="list-style-type: none"> ▪ Card Setup ▪ Card Audit ▪ Exceptions Handling ▪ Reconciliation and Accruals ▪ Contract and Policy Administration / Execution <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Purchase Approval and Reconciliations ▪ Non-Procurement Card purchasing functions ▪ Expense creation and approval <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ▪ 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

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

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Exhibit A

Transition Services

021-BS: Employee Services Support Center

TSA ID:	021-BS
Service:	Employee Services Support Center
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

022-BS: Human Resources Administration

TSA ID:	022-BS
Service:	Human Resources Administrations
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

023-BS: HRIS - Organization and Position Management

TSA ID:	023-BS
Service:	HRIS - Organization and Position Management
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ● 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ● Significant restructuring with regards to system changes for organizational hierarchy change requests by PPL <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ● 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:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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.) <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

025-BS: HRIS - Technology Support Services

TSA ID:	025-BS
Service:	HRIS - Technology Support Services
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

026-BS: Employee Records & Information Requests

TSA ID:	026-BS
Service:	Employee Records and Information Requests
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● Does not provide or deliver any legal advice to employees, attorneys, or governing bodies; not responsible for the physical storage of employee files <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

027-BS: Benefits administration

TSA ID:	027-BS
Service:	Benefits Administration
Detail:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> ● 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 ● 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 <ul style="list-style-type: none"> ○ Student loan payments (managed by Tuition io) ○ Caregiver benefits (managed by Bright Horizons for Management employees) <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ● 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 <ul style="list-style-type: none"> ○ Benefit payments or claims paid via a trust ● Annual plan audits and management of associated sox controls for conveying employees and retirees

Exhibit A

Transition Services

	<ul style="list-style-type: none"> ● Excluded oversight of the following TPAs: <ul style="list-style-type: none"> ○ Employee Assistance Program (“EAP”) (managed by CCA) ○ Death of a dependent (managed by TPA) <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

028-BS: 401k administration

TSA ID:	028-BS
Service:	401k Administration
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

029-BS: Pension administration

TSA ID:	029-BS
Service:	Pension Administration
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A

Transition Services

030-BS: Retirement administration

TSA ID:	030-BS
Service:	Retirement Administration
Detail:	<p><u>Service Description:</u></p> <p>Oversight of third-party administrator (“TPA”) to include, but not limited to, eligibility, changes, terminations, and benefit deductions</p> <ul style="list-style-type: none"> ● 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ● Support is available from Monday – Friday, 8:00 a.m. – 7:00 p.m. Eastern Standard Time
Transition Period:	24 months, to be bundled with payroll and HRIS TSAs
Fee:	[TBD]
Seller Service Representative	Chad Graber

Exhibit A

Transition Services

Company Service Representative	To be determined
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Exhibit A

Transition Services

031-BS: Time governance

TSA ID:	031-BS
Service:	Time Governance
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> • 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • None <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • 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

Exhibit A

Transition Services

032-BS: Payroll processing

TSA ID:	032-BS
Service:	Payroll Processing
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> • 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Pension payments • Travel and expense reimbursements • Payments to contractors • Balance account reconciliations <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • 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:	<p><i>Service Description:</i></p> <ul style="list-style-type: none"> • 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • 1099 Forms for retired employees receiving pension payments from a third party or other non-employees • Journal entries <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ 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

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.

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.

**Exhibit A
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SERVICE DESCRIPTIONS - FACILITIES (NARRAGANSETT ELECTRIC COMPANY)

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046-FAC: MAILROOM SERVICES 5

124-FAC: MASSACHUSETTS AND NEW YORK OFFICES..... 6

125-FAC: MASSACHUSETTS OPERATIONS FACILITIES..... 7

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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:	<p>National Grid will provide the following facilities repair & maintenance services to the Company directly:</p> <ul style="list-style-type: none"> - Building Engineering and Maintenance (i.e., HVAC, Utilities, building integrity, common area maintenance) - Preventive Maintenance and Work orders - Mechanical, Electrical and Plumbing - Fire & Life safety inspections and compliance - Emergency Planning - Storm Duty - Moves - Posters/signs - Administration (e.g., Budgets, Forecasting, POs, Invoicing) - Janitorial services <p>National Grid will provide the following repair & maintenance services to the Company by third-party facility vendors:</p> <ul style="list-style-type: none"> - Building Engineering and Maintenance (i.e., HVAC, Utilities, building integrity, elevators) - Mechanical, Electrical and Plumbing - Janitorial (Base, high touch, COVID cleaning) - Waste & Recycling removal (Garbage, bulbs & ballasts) - Roads, Pavement, Gates & Fences. - Preventive Maintenance & Work Orders - Moves - Snow Removal - Pest Control - Landscaping - Vending Machines - Fleet & Employee EV Charging stations on property <p>The following sites in Narraganset territory are and will continue to be directly serviced by National Grid facilities:</p> <ul style="list-style-type: none"> • Cumberland Operations (1595 Mendon Road) • Lincoln (642 George Washington)

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**Exhibit A
Transition Services**

	<ul style="list-style-type: none"> • 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) <p>Services will be provided in accordance with National Grid's existing Facilities Services contract schedules.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

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 Representative	Director, NE Property Services
Company Service Representative	VP, Finance, Regulatory Affairs & Controller Director, Facilities Operations

Exhibit A
Transition Services

124-FAC: Massachusetts and New York Offices

TSA ID:	124-FAC
Service	Massachusetts and New York Offices
Detail:	<p>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.</p> <p>National Grid will provide space for Servco back-office employees to continue to be based in Massachusetts and New York facilities, while supporting Narragansett.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

125-FAC: Massachusetts Operations facilities

TSA ID:	125-FAC
Service	Massachusetts Operations Facilities
Detail:	<p>National Grid will provide usage of the Gas and Electricity control center in Northboro, for Narragansett control center operations.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
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126-FAC: Massachusetts Warehouse Facilities

TSA ID:	126-FAC
Service	Massachusetts Warehouse Facilities
Detail:	<p>National Grid will provide usage of the Sutton warehouse facility for Narragansett warehousing:</p> <ul style="list-style-type: none"> • 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 <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
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132-FAC: Northboro Contact Center

TSA ID:	132-FAC
Service	Northboro Contact Center
Detail:	<p>National Grid will provide usage of the Customer contact center facility in Northboro for Narragansett call center activities, as currently provided.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
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133-FAC: Training Facilities

TSA ID:	133-FAC
Service	Training Facilities
Detail:	<p>National Grid will provide usage of the Millbury training facility and all associated Electric and Gas equipment for Narragansett training activities, as currently provided.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

**Exhibit A
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134-FAC: Right of Way and Survey Engineering

TSA ID:	134-FAC
Service	Right of Way and Survey Engineering services as now supplemented by contract labor and internally managed.
Detail:	<p>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:</p> <ul style="list-style-type: none"> • Acquiring and managing property rights • Encroachment mitigation • Applications for third party use <p>Survey Engineering services include:</p> <ul style="list-style-type: none"> • Locating company rights and boundaries • Providing existing condition surveys for permitting and design • Construction support services <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
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135-FAC: Capital Project Support

TSA ID:	135-FAC
Service	Capital Project Support
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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) <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

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.

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

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047-FIN Accounting and financial reporting

TSA ID:	047-FIN
Service:	Accounting and Financial Reporting
Detail:	<p>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.</p> <p>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).</p> <p>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:</p> <ul style="list-style-type: none"> ● 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). <p>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.</p>

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Transition Services

	<p><u><i>Excluded Services:</i></u></p> <p>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.</p> <p><u><i>Bundled services:</i></u></p> <ul style="list-style-type: none"> • 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 Director Operational Finance
Company Service Representative:	Corporate Controller VP, Finance & Regulatory Affairs

Exhibit A
Transition Services

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

TSA ID:	051a-FIN
Service:	Middle Office Support for Gas Procurement Activities
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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 on forward curves • Mark-to-market valuation 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 <p><u>Bundled services:</u></p> <p>Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.</p>
Transition Period:	24 months

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

Exhibit A
Transition Services

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

TSA ID:	051b-FIN
Service:	Middle Office Support for Electric Procurement Activities
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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 <p><i><u>Bundled services:</u></i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

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

TSA ID:	051c-FIN
Service:	Back-Office Support for Energy Procurement Activities
Detail:	<p>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:</p> <ul style="list-style-type: none"> • 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 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. <p>Internal financial reporting on energy expense and revenue to Gas Operations and Electric Operations leaders and Energy Procurement team.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

052-FIN: Claims Handling/ Investigation

TSA ID:	052-FIN
Service:	Claims Handling/Investigation
Detail:	<p>With respect to claims handling services:</p> <ul style="list-style-type: none"> • 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 provide the necessary information that will allow the Company to evaluate and resolve claims matters as required by the Company's policies. <p>With respect to litigation services:</p> <ul style="list-style-type: none"> • 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 provide the necessary information that will allow the Company to evaluate and resolve litigation matters as required by the Company's policies.

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Exhibit A
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	<p><u>Excluded Services:</u></p> <ul style="list-style-type: none">• Legal services <p><u>Bundled services:</u></p> <ul style="list-style-type: none">• 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, Claims
Company Service Representative:	Chief Counsel Senior Counsel

Exhibit A
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053-FIN: Tax Consulting Services

TSA ID:	053-FIN
Service:	Tax Consulting Services
Detail:	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 depreciation to tax depreciation and create a schedule of the expected reversal of deferred taxes.</p>

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Transition Services

	<i>Bundled services:</i> <ul style="list-style-type: none">• Bundling 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

Exhibit A
Transition Services**054-FIN: Property Tax Services**

TSA ID:	054-FIN
Service:	Property Tax Services
Detail:	<p>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).</p> <p>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.</p> <p>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.</p> <p>National Grid will provide access to its files pertaining to previous and current litigation on legal property tax matters.</p> <p><u>Bundled services:</u></p> <ul style="list-style-type: none"> • 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

Exhibit A
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129-FIN: Financial Planning and Analysis

Service:	Financial Planning and Analysis
Detail:	<p>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:</p> <ul style="list-style-type: none"> • Net margin calculations and analysis • Direct cost decision and reporting support • Rate base calculations and analysis • Return on Equity (finance/ regulatory return) <p>National Grid will support the Company with existing finance business partnering activities covering:</p> <ul style="list-style-type: none"> • 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) <p>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.</p> <p><u>Bundled services:</u></p> <ul style="list-style-type: none"> • 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

Exhibit A Transition Services

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Exhibit A
Transition Services

SERVICE DESCRIPTIONS – HR

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Transition Services

118-HR: Labour and Employee Relations

TSA ID	118-HR
Service:	Labour and Employee Relations
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A Transition Services

	<ul style="list-style-type: none"> ● Support for new grievances, arbitration, investigations for employee misconduct, performance, or policy violations after Close date ● Knowledge transfer post-Close <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A
Transition Services

119-HR: Regulatory Training

TSA ID	119-HR
Service:	Training (Regulatory, Compliance and Technical)
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A
Transition Services

122-HR: Workforce Planning and People Analytics

TSA ID	122-HR
Service:	Workforce Planning and People Analytics
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● 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 Representative	Gary Dionne
Company Service Representative	To be confirmed

Exhibit A
Transition Services

123-HR: Talent Management

TSA ID	123-HR
Service:	Talent Management
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● Identification of key leadership requirements and the associated leadership development ● Succession planning and talent review ● Diversity and inclusion processes <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● 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 Representative	Catherine Schlieben 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.

**Exhibit A
Transition Services**

**SERVICE DESCRIPTIONS – HEALTH & SAFETY, MONITORING & COMPLIANCE
(NARRAGANSETT ELECTRIC COMPANY)**

**055-HSE: HEALTH, SAFETY, ENVIRONMENT (HS&E) AND SECURITY,
REGULATORY MONITORING, REPORTING, AND COMPLIANCE CONSULTING
SERVICES..... 3**

059-HSE: SITE INVESTIGATION AND REMEDIATION (SIR)..... 6

060-HSE: ENVIRONMENTAL FIELD SUPPORT 8

061-HSE: SPILL CONTROL/ RESPONSE 10

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**Exhibit A
Transition Services**

055-HSE: Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring, Reporting, and Compliance Consulting Services

TSA ID:	055-HSE
Service HS&E	Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring, Reporting, and Compliance Consulting Services
Detail:	<p>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.</p> <p>National Grid will continue to maintain and update official HS&E Policies and Procedures as would be required prior to Closing.</p> <p>National Grid will provide advice to the Company to develop the medical screening programs under DOT and Occupational Safety and Health Administration (OSHA), including Fitness for Duty and the Drug and Alcohol Programs. National Grid will assist the Company to file with the relevant regulatory agencies any required documents under those programs.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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	VP, HSE New England
Company Service Representative	Director, Technical Development & Improvement

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Exhibit A Transition Services

056-HSE: Field Safety Support

TSA ID:	056-HSE Field Safety
Service	Field Safety Support
Detail:	<p>If requested, National Grid will assist the Company with its management of safety issues in the field, in particular:</p> <ul style="list-style-type: none"> ● 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 cases; 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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**Exhibit A
 Transition Services**

	<p>our union workforce in an effort to improve safety performance, communication and awareness</p> <ul style="list-style-type: none"> ● 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 – 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 <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ● 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 Field Safety
Company Service Representative	Manager, Safety

Exhibit A
Transition Services

059-HSE: Site Investigation and Remediation (SIR)

TSA ID:	059-HSE
Service:	Site Investigation and Remediation (SIR)
Detail:	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> ● 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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Exhibit A Transition Services

	<p>implementation plans, construction specifications and project closures</p> <ul style="list-style-type: none"> ● Evaluation of proposed project work scopes for reasonableness in meeting project and regulatory objectives ● Assessment of proposed and/or invoices consultant costs for reasonableness ● Evaluation of contractor proposal documentation (including technical and financial aspects) and proposed field change orders to assess if cost are reasonable <p>National Grid will provide guidance to the Company’s legal counsel, as required.</p> <p>Regulatory Support and Public Interface: If requested, National Grid will provide consulting to Company on matters involving interaction with local, state and federal regulators; conduct and/or present at public meetings in connection with SIR projects.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ● 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, Environmental Compliance

**Exhibit A
Transition Services**

060-HSE: Environmental Field Support

TSA ID:	060-HSE
Service:	Environmental Field Support
Detail:	<p>If requested, National Grid will continue to provide the Company with environmental management consulting services related to:</p> <ul style="list-style-type: none"> • 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 <p>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:</p> <ul style="list-style-type: none"> • 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 • Recycling management including but not limited to recycling services during both operations and construction

Exhibit A
Transition Services

	<p>If requested, National Grid will provide consultation services related to inspection of operating facilities and major construction projects to evaluate compliance with various environmental requirements at a minimum frequency as required by law, regulation, permit, agreement, order, decree, and/or agency request; and as reasonably requested by the Company. If requested, National Grid will assist the Company with Environmental Compliance Assurance Program (ECAP) for the applicable service period for such Transition Service set forth on this Exhibit A.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

061-HSE: Spill Control/Response

TSA ID:	061-HSE
Service:	Spill Planning/Control/Response
Detail:	<p>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.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

062-HSE: PUC Environmental Filing Support

TSA ID:	062-HSE
Service	PUC Environmental Filing Support
Detail:	<p>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.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

063-HSE: Licenses, permits and orders

TSA ID:	063-HSE
Service:	Environmental Licenses, Permits and Orders
Detail:	<p>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.</p> <p>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.</p> <p>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).</p> <p>The Company will be responsible for compliance with all licenses, permits and orders for the Company's business.</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A
Transition Services

Exhibit A
Transition Services

064-HSE: Site Security Services

TSA ID:	064-HSE
Service Security	Site Security Services
Detail:	<p>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.</p> <p>Security services will include the provision of the following activities:</p> <ul style="list-style-type: none"> ● 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 Anti-terrorism 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

Exhibit A
Transition Services

	<ul style="list-style-type: none"> • Provide training and certifications as needed, including DOT training and certifications required by the Pipeline and Hazardous Materials Safety Administration (PHMSA) <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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

Exhibit A Transition Services

130-HSE: Health Services

TSA ID:	130-HSE: Health Services
Service Security	Health Services
Detail:	<p>National Grid will assist the Company with its management of health services, including in particular:</p> <ul style="list-style-type: none"> • 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 <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • 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, Health & Wellbeing

Exhibit A
Transition Services

Company Service Representative	Manager, Health Services
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Exhibit A Transition Services

131-HSE: Safety Policy & Programs

TSA ID:	131-HSE: Safety Policy & Programs
Service Security	Safety Policy & Programs
Detail:	<p>If requested, National Grid will assist the Company with its management of HSE policy and programs by providing consultation for the following activities:</p> <ul style="list-style-type: none"> • 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 <p>Contractor safety services, including the management of ISNetworld services</p> <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> • Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway

Exhibit A
Transition Services

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

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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.

**Exhibit A
Transition Services**

SERVICE DESCRIPTIONS - REGULATORY (THE NARRAGANSETT ELECTRIC COMPANY)

065-REG: REGULATORY SUPPORT – GENERAL..... 3

066-REG: REGULATORY SUPPORT – REPORTING AND FILINGS – ELECTRIC & GAS DISTRIBUTION 5

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Transition Services

065-REG: Regulatory support – General

TSA ID:	065-REG
Service:	Regulatory Support - General
Detail:	<p>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.</p> <p>If requested by the Company, National Grid shall provide regulatory support services including:</p> <ul style="list-style-type: none"> ● Tariff development, maintenance, and administration ● Assisting with responses to inquiries / information requests from regulators ● Consulting generally on regulatory issues <p>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.</p> <p>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 of interest.</p> <p><i><u>Bundled Services:</u></i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.</p>

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

Exhibit A
Transition Services

066-REG: Regulatory Support – Reporting and Filings – Electric & Gas Distribution

TSA ID:	066-REG
Service:	Regulatory Support – Reporting and Filings – Electric & Gas Distribution
Detail:	<p>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.</p> <p>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 to provide such assistance and/or support services. 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.</p>

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	<p>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.</p> <p><i>Bundled Services:</i> Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.</p>
Transition Period:	12 months
Fee:	[TBD]
Seller Service Representative	Vice President Regulation and Pricing, New England
Company Service Representative	Director, Regulatory Affairs

Exhibit A
Transition Services

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

TSA ID:	067-REG
Service:	Regulatory Support – Reporting and Filings – Transmission
Detail:	<p>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.</p> <p>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.</p> <p>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.</p> <p><u>Bundled Services:</u></p> <ul style="list-style-type: none"> • 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 Representative	Vice President Regulation and Pricing, New England
Company Service Representative	Director, Regulatory Affairs Manager, PJM and Federal Regulatory Affairs

Exhibit A
Transition Services

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

TSA ID:	136-REG
Service:	Regulatory Support – New England Power Company Services on Behalf of NECO – Transmission
Detail:	<p>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.</p> <p>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.</p> <p>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.</p> <p><i>Bundled Services:</i></p> <ul style="list-style-type: none"> • Bundling requirements will be shared as they are identified as part of the service definition and refinement process underway.

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Exhibit A
Transition Services

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

Exhibit A
Transition Services

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

TSA ID:	137-REG
Service:	Regulatory Support – Stakeholder Group Participation – Transmission
Detail:	<p>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:</p> <ul style="list-style-type: none"> • NEPOOL Markets Committee; • NEPOOL Transmission Committee; • NEPOOL Reliability Committee; • NEPOOL Participants Committee; • ISO New England Planning Advisory Committee <p>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.</p> <p>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.</p> <p><i>Bundled Services:</i></p> <ul style="list-style-type: none"> • 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

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Exhibit A
Transition Services

Representative	Manager, PJM and Federal Regulatory Affairs
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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.

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Exhibit A
Transition Services

SERVICE DESCRIPTIONS – SUPPLY CHAIN MANAGEMENT (THE NARRAGANSETT ELECTRIC COMPANY)

068-SC: STRATEGIC PROCUREMENT 3

069-SC: INVENTORY MANAGEMENT 4

127-SC: WAREHOUSE MANAGEMENT 5

Exhibit A
Transition Services

068-SC: Strategic Procurement

TSA ID:	068-SC
Service:	Strategic Procurement
Detail:	<p>National Grid will provide the following procurement services to the Company:</p> <ul style="list-style-type: none"> ● 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 during the Transition Period. ● Support Narragansett to replicate 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. <p><u>Service exclusions:</u></p> <ul style="list-style-type: none"> ● Facilitation and/ or support of sourcing events <p><u>Bundled services:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A
Transition Services

069-SC: Inventory management

TSA ID:	069-SC
Service:	Inventory Management
Detail:	<p>National Grid will provide the following Inventory Management services to the Company:</p> <ul style="list-style-type: none"> ● 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 <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ● Inventory management for non-stock material items required for gas and electric operations projects <p><i>Bundled services:</i></p> <ul style="list-style-type: none"> ● 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

Exhibit A
Transition Services

127-SC: Warehouse Management

TSA ID:	127-SC
Service:	Warehouse Management
Detail:	<p>National Grid will provide the following Warehouse Management services to the Company:</p> <ul style="list-style-type: none"> ● 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 <p><u>Service Exclusion:</u></p> <ul style="list-style-type: none"> ● Gas and electric operations quality control checks ● IT support services for freebin devices <p><u>Bundled services:</u></p> <ul style="list-style-type: none"> ● 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

Exhibit A Transition Services

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Exhibit A Transition Services

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.

Exhibit A Transition Services

Service: IT - 1	Business Application Services
Detail:	<p>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:</p> <ul style="list-style-type: none"> • <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. <p>Seller will provide the following additional Business Application Support Services:</p> <ul style="list-style-type: none"> • Support Business Applications, for Seller IT Managed Applications and Infrastructure, by providing Application Management Services, which includes: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem 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 • Database Administration and Maintenance Support • Service Continuity

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**Exhibit A
Transition Services**

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

Service: IT - 2	Service Desk and Service Management Integration Services
Detail:	<p>Seller will provide the following Service Desk and Service Management Integration Services:</p> <p>1. Service Desk:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem Management • Request Fulfillment • Access Management • Change Management <p>2. Service Integration and Management Services:</p> <ul style="list-style-type: none"> • Provide Service Integration and Management Services, including: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem Management • Reporting Services • Root Cause Analysis
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service Representative	Michelle McNaught

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Exhibit A
Transition Services

Company Service Representative	
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Exhibit A
Transition Services

Service: IT - 3	Collaboration Services (E-Mail) Dependent upon Day 1 strategy
Detail:	<p>Email services for Company Employees will be transitioned as of the commencement of the Transition Period.</p> <ul style="list-style-type: none"> • The Seller shall provide the data exports of email services as of Close in an archive accessible format for certain key employees only on or within days after closing, 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 Representative	Michelle McNaught
Company Service Representative	

Service: IT - 4	Data Center Services
Detail:	<p>The Company will provide the following Data Center Services:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem Management • Systems Administration and Monitoring • Production Control and Scheduling • Tape Management • Capacity Management • Environmental Management • Data Center Provisioning • Physical Access Security • IT Business Continuity • Disaster Recovery • Availability Management • Configuration and Asset Management • Capacity Management

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Exhibit A
Transition Services

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

Exhibit A
Transition Services

Service: IT - 5	Client Services
Detail:	<p>The Seller shall continue to provide its existing desktop support for company-supported hardware and software products including:</p> <ul style="list-style-type: none"> • Installation of software packages, computer setup, anti-virus, 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 Representative	Michelle McNaught
Company Service Representative	

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**Exhibit A
Transition Services**

Service: IT - 6	Commercial Services
Detail:	<p>The Seller shall continue to maintain contract and license support, ensure contracts do not expire, pay invoices, and procure hardware and software as necessary to sustain, and potentially enhance, operations. In addition, the Seller shall:</p> <ul style="list-style-type: none"> • Assist the Company with the identification of software licenses that are currently used solely by the Company and required to support the operations of the Company. • 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 Representative	Michelle McNaught
Company Service Representative	

Service: IT - 7	Infrastructure Services
Detail:	<p>To the extent requested by the Company, the Seller shall continue to provide IT servers, storage and network devices, and all controlled computing facilities, including:</p> <ul style="list-style-type: none"> • File Servers - Support and maintain the 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. <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement

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Exhibit A
Transition Services

Seller Service Representative	Michelle McNaught
Company Service Representative	

Exhibit A
Transition Services

Service: IT - 8	Networking Support
Detail:	<p>The Seller shall continue to provide the following network management services to the Company:</p> <ul style="list-style-type: none"> • <u>Business Internet Protocol (IP) Networks</u>. Support for the currently installed IP intranet (Seller internal) network, including all network hardware currently installed at the Company. • <u>Energy Management System (EMS) 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. <p>To the extent any of the above referenced equipment is owned by the Seller, the Parties will discuss the transfer of such equipment to the Company at the end of the Transition Period on mutually agreeable commercial terms, where appropriate/feasible.</p>
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service Representative	
Company Service Representative	

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Exhibit A
Transition Services

Service: IT - 9	IT Energy Management Systems (EMS) – Supervisory Control and Data Acquisition (SCADA) Systems
Detail:	<p>The Seller shall continue to provide the following EMS/GMS services to the Company:</p> <ul style="list-style-type: none"> • <u>Electric EMS-SCADA System</u>. Support for the currently installed ABB SPIDER (tr) Electric SCADA/EMS hardware and software that are needed to monitor and control the Company’s distribution network. All SCADA software usage and distribution will be subject to the Sellers licensing restrictions. • <u>Gas GMS-SCADA System</u>. Support for the currently installed Telvent 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 Representative	Michelle McNaught
Company Service Representative	

Service: IT - 10	Security Services
Detail:	<p>The Seller shall maintain existing security systems, infrastructure, and processes for the Company for purposes of securing access to business applications, infrastructure and in order to support cyber and physical security requirements.</p> <ol style="list-style-type: none"> 1. Cyber Security Services may include: <ul style="list-style-type: none"> • Platform Security • Network Security • Data protection, • Vulnerability Management • Identity and Access Management • Cyber Incident Response 2. Physical Security includes: <ul style="list-style-type: none"> • Physical Asset Protection Services • Physical Security Operations Center

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Exhibit A Transition Services

	<ul style="list-style-type: none"> • People Protection
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service Representative	Michelle McNaught
Company Service Representative	

Service: IT - 11	Emergency Response Services
Detail:	<p>Seller will provide the following Emergency Response Services:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Development, implementation, and execution of Company's Emergency Response Plan • Provision of remote access to company's Systems
Transition Period:	24 months
Fee:	As per the terms of the Master Agreement
Seller Service Representative	Michelle McNaught
Company Service Representative	

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Exhibit A
Transition Services

Service: IT - 12	Exit and Migration Services
Detail:	<p>Seller will provide the following Non-ERP Exit and Migration Services during the term of the TSA schedule:</p> <ol style="list-style-type: none"> 1. Participate as required in the Company Transition Project Governance Process to facilitate Company's exit from the Seller systems 2. 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: <ul style="list-style-type: none"> • 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 4. 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.) 6. 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

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Exhibit A
Transition Services

Seller Service Representative	Michelle McNaught
Company Service Representative	

PUBLIC

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

Docket No. D-21-09

National Grid USA and The Narragansett Electric Company's
Responses to the Attorney General's First Set of Data Requests
Issued on September 29, 2021

National Grid USA and The Narragansett Electric Company
AG 1-15

Request:

Will PPL have a customer service presence physically located in Rhode Island following the proposed Transaction? If not, please explain why you do not believe a physical presence is necessary. If so, where will the facilities be located and how many local customer service employees are expected to be employed at the local facility. Will customers be able to physically go to the location to meet with customer service representatives? If not, please explain why.

Response:

PPL Corporation and PPL Rhode Island Holdings, LLC have responded to this request in their response to Data Request AG 1-15.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's First Set of Data Requests
Issued on June 8, 2021

Division 1-15

Request:

Please state all corporate actions taken by PPL, its Shareholders, or its subsidiaries to authorize the Transaction, and please provide any Documents confirming those actions were taken.

Response:

1. At a meeting held on March 15, 2021, the Board of Directors of PPL authorized the Executive Committee of the Board of Directors of PPL to review, assess, evaluate, and if deemed advisable, approve the Transaction.
2. At a meeting held on March 17, 2021, the Executive Committee of the Board of Directors of PPL authorized PPL and its subsidiaries to approve, adopt, ratify, confirm and authorize in all respects any resolutions required to permit such subsidiaries to enter into and perform any all actions under the Rover Agreements, and the transaction agreements contemplated thereby, and to consume the Transaction.
3. By Unanimous Written Consent dated March 17, 2021, PPL Energy Holdings, LLC approved entry into the Share Purchase Agreement ("SPA") and Transition Services Agreement ("TSA"). PPL and PPL RI refer to Attachment PPL-DIV 1-15-1, Unanimous Written Consent of Managers, Exhibit A, Share Purchase Agreement, dated March 17, 2021; Attachment PPL-DIV 1-15-2, Unanimous Written Consent of Managers, Exhibit B, Form of Transition Services Agreement; and Attachment PPL-DIV 1-15-3, PPL Energy Holdings, LLC, Unanimous Written Consent of Managers, dated March 17, 2021.
4. By Unanimous Written Consent dated March 22, 2021, PPL Energy Holdings, LLC assigned its right, title and interest in, to and under Article I and Sections 3.2(a) and (b) of the SPA, the TSA and the transaction agreements contemplated thereby, to its wholly owned subsidiary, PPL Rhode Island Holdings, LLC.
5. By Unanimous Written Consent dated March 22, 2021, PPL RI, the new acquisition entity, approved the assumption of the SPA and TSA.
6. PPL and PPL RI also refer to the following documents:
 - Attachment PPL-DIV 1-15-4, PPL Energy Holdings, LLC, Unanimous Written Consent of Managers, dated May 2, 2021;
 - Attachment PPL-DIV 1-15-5, May 2, 2021 Unanimous Written Consent of Managers, Exhibit A, Share Purchase Agreement;
 - Attachment PPL-DIV 1-15-6, May 2, 2021 Unanimous Written Consent of Managers, Exhibit B, Form of Transition Services Agreement; and

PUBLIC

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's First Set of Data Requests

Issued on June 8, 2021

- Attachment PPL-DIV 1-15-7, PPL Energy Holdings, LLC, Unanimous Written Consent of Managers, Acquisition of The Narragansett Electric Company, dated May 2, 2021.

Exhibit A

**FORM OF
TRANSITION SERVICES AGREEMENT**

by and among

NATIONAL GRID USA SERVICE COMPANY, INC.,

**NATIONAL GRID USA
(solely with respect to Section 4.6)**

and

THE NARRAGANSETT ELECTRIC COMPANY

Dated as of [●]

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (including all Exhibits and any other attachments hereto, this “Agreement”), is entered into as of [●], by and among National Grid USA Service Company, Inc., a Massachusetts corporation (“Service Provider”), The Narragansett Electric Company, a Rhode Island corporation (“Rover” and together with Service Provider, the “Parties” and each individually a “Party”), and, solely with respect to Section 4.6, National Grid USA, a Delaware corporation (“Newquay”). Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed to them in that certain Share Purchase Agreement (as it may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, a Delaware limited liability company (“Pluto”), Newquay, and PPL Corporation, a Pennsylvania corporation.

WITNESSETH:

WHEREAS, pursuant to the Share Purchase Agreement, Pluto agreed, among other things, to purchase from Newquay, and Newquay agreed to sell to Pluto, one hundred percent (100%) of the outstanding shares of common stock of Rover;

WHEREAS, Newquay and its Affiliates will derive a substantial benefit from the transactions contemplated by the Share Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Share Purchase Agreement, Newquay and Pluto desire that Service Provider, an Affiliate of Newquay, provide Rover with certain transitional services as set forth in this Agreement; and

WHEREAS, the Parties have agreed to enter into such transitional arrangements to be effective as of the Closing under the Share Purchase Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valid consideration, the sufficiency of which is hereby acknowledged and in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

TRANSITION SERVICES

Section 1.1 General Intent. Each Party acknowledges and understands that the services provided hereunder are transitional in nature and are furnished by Service Provider solely for the purpose of facilitating the transactions contemplated by the Share Purchase Agreement and the operation of Rover and its Affiliates for a limited period of time, as set forth herein, and in furtherance thereof each Party expresses its intention to cooperate in good faith to provide information and assistance as reasonably requested by the other Party to effectuate a smooth transition. For the duration of the Transition Period (as defined in Section 3.2), to the extent not otherwise acquired by Pluto pursuant to the Share Purchase Agreement, Pluto and Rover shall have access during regular business hours and upon reasonable advance notice to such documents,

books and manuals as are reasonably necessary to obtain the benefit of the use of the Transition Services and to transition away from the use of the Transition Services by the end of the Transition Period. As part of each of the Transition Services, Service Provider will (a) cooperate with and use commercially reasonable efforts to assist Rover and its Affiliates in effectuating an orderly transition of each Transition Service to Pluto's or Rover's own internal organization or other third-party suppliers no later than the expiration of the term set forth herein applicable to such Transition Service, including by making employees of Service Provider and its Affiliates reasonably available during normal business hours for knowledge transfer to Pluto, Rover or its designee, and each Party shall otherwise reasonably cooperate with the other Party to facilitate such orderly transition, (b) transfer, or cause to be transferred, the books, records, files, information and data held, received or created by Service Provider or its Affiliates for the benefit of Pluto, Rover, or each of their Affiliates as reasonably requested by Pluto or Rover as related to the Rover Business, subject to reasonable mutually agreed transfer timetables and staging and (c) provide to Rover, subject to reasonable mutually agreed transfer timetables and staging or as otherwise more specifically set forth on Exhibit A, copies of data generated by Service Provider in providing the Transition Services that relate to Pluto's, Rover's or each of their Affiliates' businesses, including its customers, products, technologies and assets, subject to any third-party confidentiality or other use restrictions (with Service Provider to use commercially reasonable efforts to communicate the applicable information to Rover in a way that would not violate such restrictions); provided, for the avoidance of doubt, that costs and expenses of Service Provider with respect to the foregoing will be charged to Rover consistent with Section 2.1.

Section 1.2 Provision and Purchase of Transition Services. Subject to and upon the terms and conditions set forth in this Agreement and on Exhibit A annexed hereto, Service Provider agrees to provide, or cause to be provided, to Pluto and Rover, and Rover agrees to purchase from Service Provider, each of the services set forth on Exhibit A (collectively the "Transition Services" and separately a "Transition Service") for the applicable service period for such Transition Service set forth on Exhibit A. For the avoidance of doubt, each of the Transition Services shall include all of the underlying services and tasks that are necessary for the proper performance of, or that are inherent to or necessarily part of, the provision of such Transition Service.

Section 1.3 Omitted and Additional Services.

(a) In the event that within twelve (12) months after the date hereof, Pluto identifies a service that Service Provider or any of its Affiliates provided to Rover in the twelve (12) months prior to the Closing, and that Pluto reasonably needs in order to continue to operate the business operations of Rover in substantially the same manner in which Rover operated prior to the Closing, and such service was not included (and not otherwise expressly excluded) in Exhibit A (each, an "Omitted Service"), then Rover may submit a written request to Service Provider to provide such Omitted Service. Upon receipt of such written request for an Omitted Service, Service Provider will, so long as Service Provider has not ceased performing services substantially similar to the Omitted Service for the benefit of itself or its Affiliates, respond in writing within ten (10) days of the written request, notifying Rover (i) whether Service Provider is able, through the use of commercially reasonable efforts, to provide such Omitted Service and (ii) the earliest date upon which Service Provider expects it can begin providing such Omitted Service through the use of commercially reasonable efforts, which date shall be within a reasonable period after

Rover's request; provided that, Service Provider shall inform Rover (which may be through communication between the Coordinators) as promptly as possible if it anticipates that it will not be able to commence providing such Omitted Service within fifteen (15) days after Rover's request and the Parties shall cooperate in good faith to attempt to expedite commencement or implement earlier partial provision of such Omitted Service. Within ten (10) days of Service Provider's notice, the Parties shall negotiate in good faith to execute amendments to Exhibit A, as applicable, for such Omitted Service to be provided that shall set forth, among other things, (A) a description of such Omitted Service in reasonable detail, (B) the applicable service period for such Omitted Service, (C) the fees and expenses for such Omitted Service (it being agreed that the fees for such service shall be determined on a basis consistent with Article II unless otherwise mutually agreed) and (D) any additional reasonable terms and conditions specific to such Omitted Service. For clarity, each Omitted Service that Service Provider commences providing pursuant to the foregoing provisions will thereafter be deemed to be a Transition Service hereunder.

(b) In the event that within twelve (12) months after the Closing, Rover requests a service that was not included (and not otherwise expressly excluded) in Exhibit A (each, an "Additional Service"), Service Provider shall consider such request in good faith and, to the extent that the Parties reach an agreement on the provision of such Additional Service, the Parties shall cooperate to amend Exhibit A, as applicable, for such Additional Service that shall set forth, among other things, (i) a description of such Additional Service in reasonable detail, (ii) the applicable service period for such Additional Service, (iii) the fees and expenses for such Additional Service (it being agreed that the charge for such service to the extent performed by Service Provider or its Affiliates for Rover in the ordinary course of business prior to the Closing shall be determined on a basis consistent with Article II unless otherwise mutually agreed) and (iv) any additional reasonable terms and conditions specific to such Additional Service. For clarity, each Additional Service that is agreed to be provided by Service Provider pursuant to the foregoing provisions thereafter will be deemed to be a Transition Service hereunder. Notwithstanding anything to the contrary herein, the provision of any Additional Services shall be subject to the receipt of any required regulatory approvals in connection therewith.

Section 1.4 Service Standards. Subject to any limitations expressly set forth in Exhibit A, Service Provider shall provide and perform, or cause to be provided and performed, the Transition Services that it is required to provide under this Agreement using the same degree of care and skill as it utilizes in rendering such services for its own utility Affiliates' operations, and in any event, in accordance with Good Utility Practice; provided that nothing in this Agreement shall require Service Provider to favor the business of Pluto or Rover over Service Provider's own or its Affiliates' business operations. Nothing in this Agreement shall restrict or prohibit Service Provider from, with reasonable advance notice to Rover with respect to material changes made to a Transition Service, modifying the manner in which it provides, or systems utilized in providing, any Transition Service, in order to (a) automate, update, upgrade or enhance the provision of such Transition Service or the provision of similar services to Service Provider's Affiliates or (b) otherwise satisfy a legitimate business purpose, so long as such change does not materially adversely impact Rover's receipt of the Transition Service. The quantity of each Transition Service to be provided shall be that which Rover may reasonably require for the operation of Rover in the ordinary course of business consistent in all material respects with the operation of Rover prior to the Closing and, in any event, in accordance with Good Utility Practice. Service Provider

agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Transition Services in accordance with the standards set forth in this Section 1.4.

Section 1.5 Premises Access Rights. During the Transition Period, Rover shall grant to the employees, agents and authorized third-party vendors of Service Provider access to Rover's premises and equipment as may be reasonably necessary for Service Provider to perform its obligations under this Agreement, subject to (a) Rover's existing premises and equipment access policies and (b) Rover's subsequently updated premises and equipment access policies of which Service Provider has been informed and given reasonable advance notice and that do not unreasonably interfere with the provision of Transition Services consistent with past practice.

Section 1.6 Points of Contact. Each of Service Provider and Rover shall designate one individual to serve as principal transaction coordinator (each a "Coordinator") with regard to this Agreement, and such Coordinators, including addresses and email addresses for notices, shall be identified on Exhibit B. Each Coordinator shall be responsible for the overall implementation of this Agreement between Service Provider and Rover, including resolution of any issues that may arise during the performance hereunder on a day-to-day basis. The Coordinators may designate by written notice to the other Party additional sub-coordinators to be primarily responsible for the implementation of this Agreement with respect to specific functional areas. To ensure overall coordination and administration of this Agreement on a consistent basis, the Coordinators and sub-coordinators shall report to each other regarding any ongoing implementation issues, including any disputes. Either Party may change its designated Coordinator or sub-coordinators upon written notice to the other Party. The Coordinators and sub-coordinators shall communicate with each other on an as-needed basis, including participating in a telephone conference regarding the Transition Services at least once a month, with specific sub-coordinators designated to meet more frequently.

Section 1.7 Cooperation. Each Party will perform all of its obligations under this Agreement in good faith and reasonably cooperate with the other Party in all matters relating to the provision and receipt of the Transition Services in order to facilitate the provision and receipt of the Transition Services and effect a smooth and orderly transition of the Transition Services provided hereunder. Each Party shall provide updates to the other Party regarding the achievement of key transition milestones or any delays or expected delays with respect to transitioning any Transition Service by the expiration of the applicable service period for such Transition Service. The Parties will reasonably cooperate with each other in making information available as needed in the event of any and all internal or external audits, including regulatory audits. From time to time after the date hereof, each Party shall use reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable Requirements of Law, and execute and deliver such documents as may be required or appropriate to carry out the provisions of this Agreement and to consummate, perform and make effective the transactions contemplated hereby.

Section 1.8 Subcontracting; Third-Party Warranties.

(a) Subject to any limitations expressly set forth in Exhibit A, Service Provider may in its discretion provide the Transition Services either through its own resources or the resources of its Affiliates or by contracting with third-party subcontractors (each a

“Subcontractor”) consistent with Service Provider’s practices in rendering such services for its own utility Affiliates’ operations. Notwithstanding the foregoing, (i) such delegation or subcontracting shall not relieve Service Provider of any of its obligations under the Agreement and (ii) Service Provider shall be responsible for the actions or inactions of its Affiliates, and for the Specified Subcontractor Acts (as defined below), to the same extent it would have been responsible had Service Provider itself provided or failed to provide the applicable Transition Services (or portion thereof). Except as set forth on Exhibit A, to the extent Service Provider has during the twelve (12) months prior to the Closing provided certain services to Rover through Service Provider’s own resources or the resources of its Affiliates, Service Provider shall use commercially reasonable efforts to maintain such practice with respect to the same Transition Services, except (A) as consistent with changes in Service Provider’s practices in rendering similar services for its own utility Affiliates operations, (B) for changes to adjust for personnel that previously supported such services being hired by or transferred to Rover, Pluto or their Affiliates or (C) for changes that otherwise satisfy a legitimate business purpose, so long as such change does not materially adversely impact Rover’s receipt of the applicable Transition Service. In the event Service Provider fails to comply with the preceding sentence in contracting with a Subcontractor to provide Transition Services, Service Provider shall be responsible for the actions or inactions of such Subcontractor in providing the applicable Transition Service (or portion thereof) that Service Provider previously provided through its own resources or the resources of its Affiliates during the twelve (12) months prior to the Closing (such actions or inactions, the “Specified Subcontractor Acts”) in accordance with clause (ii) above.

(b) Notwithstanding Section 1.8(a), to the extent that a Subcontractor is performing Transition Services: (i) Service Provider’s sole liability (other than with respect to Specified Subcontractor Acts) shall be to transfer or otherwise pass through to Rover the benefit of any warranties or remedies available under Services Provider’s contracts with such Subcontractor in a manner that is equitable given the value of services, goods, inventory or equipment received by Rover; and (ii) Service Provider shall negotiate such contracts with Subcontractors that perform Transition Services using the same degree of care and skill as it utilizes in negotiating similar contracts for its own utility Affiliates’ operations, and in any event, using Good Utility Practice, including with respect to the negotiation of available warranties and remedies.

Section 1.9 Third-Party Consents. This Agreement shall not constitute an agreement by Service Provider to provide any Transition Service or portion thereof if the provision thereof, without the consent of a third party, would constitute a breach of a third party contract or a violation of any Requirements of Law. Service Provider shall use commercially reasonable efforts to timely obtain all third-party consents and licenses necessary to provide the Transition Services to Pluto, Rover or each of its Affiliates, with any out-of-pocket third-party consent fees (collectively, “Consent Expenses”) incurred since the date of the Share Purchase Agreement to be borne by Rover. Service Provider shall keep Rover informed of the status of such negotiations and the amount of such Consent Expenses on a reasonably current basis and shall not, without Rover’s written consent, incur Consent Expenses in excess of \$100,000 individually or \$1,000,000 in the aggregate in connection with obtaining any individual or series of related third-party consents or licenses. Rover shall provide assistance as Service Provider may reasonably require to obtain such third-party consents or licenses, including assistance with negotiating the terms of consents with third-party suppliers and, as Service Provider or Rover may request, being

responsible for negotiations with respect to any additional licenses required for Pluto, Rover or their Affiliates to use third-party software. If any such consents or licenses are not obtained, Service Provider shall cooperate with Rover and use commercially reasonable efforts to determine and implement alternative equivalent services, as necessary for the Transition Services to be provided to or obtained by Pluto, Rover or their Affiliates, and Rover shall reasonably cooperate in good faith in connection therewith. To the extent that any such consents or licenses are not obtained or alternative arrangements made by Service Provider, the Parties shall cooperate in good faith to arrange for alternative services from a third-party provider and Service Provider shall, at Rover's request, use commercially reasonable efforts to purchase substantially similar services from a third party provider as a Transition Service (subject to Rover paying the fees and expenses for such Transition Service consistent with ARTICLE II), and shall use commercially reasonable efforts to ensure there is no material disruption to the business operations of Rover.

Section 1.10 Limitation on Transition Services. In connection with the performance of the Transition Services, unless otherwise expressly required to be performed by Service Provider as set forth on Exhibit A or agreed to by the Parties as an Additional Service in accordance with Section 1.3, Service Provider shall have no obligation to (a) upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by Rover; provided that, subject to the second sentence of Section 1.4, the foregoing clause (a) shall not relieve Service Provider from its obligation to maintain its computer hardware, software or network environment in a manner, consistent with Good Utility Practice, to avoid a material degradation in Transition Services as compared to the functionality provided during the twelve (12) months prior to the Closing; (b) convert from one format to another any data of Rover for use by Rover or any other person in connection with the Transition Services or otherwise, so long as the data and electronic files are readable to Rover through commercially reasonable means; (c) prepare financial statements, financial information or related certifications to be attributed to Service Provider or its Affiliates for incorporation in any reporting required by the U.S. Securities and Exchange Commission; or (d) provide legal advice to Rover or its Affiliates (it being understood that any analysis or recommendations provided by Service Provider or its Affiliates with respect to legal or regulatory matters shall not be construed as legal advice or create any professional client relationship and Rover shall be responsible for obtaining its own legal advice from internal or external legal counsel).

Section 1.11 Operations Protocols. If, from time to time, the Parties reasonably determine any Transition Service, the more general terms of which are set forth on Exhibit A, requires a more detailed operations protocol pursuant to which Service Provider will provide such Transition Service to Rover, the Parties will cooperate in good faith to document the terms of an appropriate operations protocol for such Transition Service, provided that such terms shall be consistent with the terms for such Transition Service as provided on Exhibit A.

ARTICLE II

FEES AND EXPENSES

Section 2.1 Fees for Transition Services. In consideration for receiving the Transition Services, Rover shall pay to Service Provider an amount equal to (a) the Fully Loaded Costs (as defined below) plus (b) a five percent (5%) mark-up on such Fully Loaded Costs (the

“Mark-up”); provided, that the Mark-up shall not be charged on the costs and expenses of third-party services, goods (including gas and electricity sales arranged by Service Provider), inventory or equipment (collectively, “Third-Party Expenses”). For purposes hereof, “Fully Loaded Costs” shall mean fully loaded direct and indirect costs and expenses of providing the Transition Services (including employee salaries, wages, pensions, benefits and health insurance, office supplies and expenses, property insurance, injuries and damages, miscellaneous general expenses, administrative, supervisory and support costs, rents, maintenance of structures and equipment, capital expenditures, depreciation and amortization, payroll and other taxes, and compensation for the use of capital). Subject to the terms of this Agreement, Fully Loaded Costs shall be charged to Rover on the same general basis as has been in effect prior to the date hereof, as may be more specifically set forth on Exhibit A with respect to individual Transition Services. In the event that Rover requests that any Transition Services continue beyond the end of the Transition Period, if Service Provider agrees to provide such Transition Services and the Parties mutually agree to extend the Transition Period, the Mark-up shall be increased by an additional five percent (5%) for the first three (3) months after the expiration of the original Transition Period and thereafter shall be increased by an additional five percent (5%) for each subsequent three (3) month period.

Section 2.2 Invoicing and Payment.

(a) Unless otherwise specified in Exhibit A and subject to Section 2.3, Service Provider shall render to Rover within fifteen (15) days of the beginning of each month an invoice that includes estimates of all fees payable to it and all charges and expenses incurred by it for the then-current calendar month of the Transition Period, itemizing all such fees, charges and expenses in reasonable detail. These estimated amounts subsequently will be adjusted by Service Provider to reflect final amounts and included on the subsequent monthly invoice. Rover shall pay, or cause to be paid, any undisputed amounts set forth in each such invoice from Service Provider within fifteen (15) days after receipt by it of each such invoice. Payment to Service Provider of all invoices in respect of the Transition Services shall be made in United States dollars (\$). Neither Party shall offset any amounts owing to it by the other Party or under the Share Purchase Agreement against amounts payable hereunder. Service Provider and Rover shall reasonably cooperate to develop a form of monthly report itemizing the fees, costs and expenses to Rover for each calendar month of the Transition Period to be included with the invoices to be delivered under this Section 2.2(a).

(b) If there is a dispute between the Parties regarding the amounts shown as billed to Rover on any invoice, Rover shall pay the full amount of such invoice that is not in dispute within the time periods set forth herein for such payment, and Service Provider shall, where applicable and practicable, furnish to Rover such additional supporting documentation to substantiate the amounts billed as Rover shall reasonably request. Upon delivery of such additional documentation, the Parties shall cooperate in good faith and use their commercially reasonable efforts to resolve such dispute. If the Parties are unable to resolve such dispute within twenty (20) Business Days after the delivery of such additional supporting documentation by Service Provider or notice from Service Provider that additional supporting documentation will not be provided, as applicable, with respect to a final amount included on an invoice then the dispute shall be referred for resolution to a firm of independent accountants mutually agreed upon in good faith by the Parties in writing (the “Accounting Referee”). If the parties are unable to agree on an Accounting Referee, the matter shall be referred for resolution to KPMG, which will

serve as the Accounting Referee. The Accounting Referee shall be instructed to determine the validity of the disputed amounts within thirty (30) days of the referral of such dispute to the Accounting Referee. The determination of the Accounting Referee shall be binding on the Parties; provided that such determination shall not require Rover to pay more than the amount in dispute (except as provided herein with respect to interest and fees and expenses of the Accounting Referee). The fees and expenses of the Accounting Referee shall be borne by the Parties based on the percentage which the portion of the disputed amount not awarded to each Party bears to the amount actually contested by such Party.

(c) For a period of seven (7) years after the Closing, each Party shall keep and maintain books, records, accounts and other documents related to the provision of the Transition Services consistent with historical practices. Such records shall include receipts, invoices, memoranda, vouchers, inventories, timesheets and accounts pertaining to the Transition Services, as well as complete copies of all written contracts, purchase orders, service agreements and other such written arrangements entered into in connection therewith.

(d) Notwithstanding the payment by Rover of any charges, Rover shall have the right, by written notice given to Service Provider no later than six (6) months following the delivery of the applicable invoice (including any invoice adjusting the applicable estimated amounts to reflect final amounts), to review and contest the charges. Rover shall have the right to audit Service Provider or any of its Affiliate's relevant books, records, documents, accounting practices or internal controls; provided that such audit (i) relates solely to the Transition Services and (ii) shall not unreasonably interrupt the business or operations of Service Provider and its Affiliates. Subject to the foregoing limitations, upon written request by Rover, Service Provider shall, or shall cause its Affiliates to, within a reasonable period of time, provide, at the sole cost and expense of Rover, assistance, records and access reasonably requested by Rover in responding to such audit (including documents related to testing methodologies, test results, audit reports of significant findings, and remediation plans with respect to any material deficiencies in Service Provider's or its Affiliates' internal controls or procedures), to the extent that such assistance, records or access is within the reasonable control of Service Provider or its Affiliates and relates to the Transition Services provided hereunder by Service Provider.

Section 2.3 Taxes.

(a) All charges and fees to be paid by Rover under this Agreement are exclusive of any sales Tax, goods and services Tax, value added Tax or any other similar Tax or assessment that is required to be paid in connection with the Transition Services (each a "Sales and Services Tax", and collectively, "Sales and Services Taxes"). If any Sales and Services Taxes are assessed on the provision of any Transition Services under this Agreement, (i) Service Provider shall deliver to Rover an invoice (or other valid and customary documentation) reflecting such Sales and Services Taxes in accordance with applicable Requirements of Law, (ii) Rover shall pay to Service Provider the amount shown as due on such invoice in accordance with Section 2.2, and (iii) Service Provider shall timely remit to the applicable Governmental Authority any Sales and Services Taxes that are paid by Rover to Service Provider pursuant to clause (ii) hereof or that are otherwise required to be collected and remitted to the applicable Governmental Authority under applicable Law; provided that, for the avoidance of doubt, except to the extent reflected in Fully Loaded Costs charged pursuant to Section 2.1, each of Rover and Service Provider shall be

responsible for (A) any real or personal property Taxes on property it owns or leases, (B) franchise, margin, privilege and similar Taxes on its business, (C) the employment Taxes or contributions imposed on it or required from it with respect to its employees and (D) Taxes based on its income, gross receipts or capital.

(b) Notwithstanding any other provision in this Agreement to the contrary, Rover and each of its Affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from amounts otherwise payable to any person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of any U.S. federal, state, local or non-U.S. Tax law (“Withholding Taxes”). To the extent that amounts are so withheld by Rover or any of its Affiliates and remitted to the appropriate Governmental Authority, such withheld and remitted amounts shall be treated for all purposes of this Agreement as having been paid to the relevant person in respect of which such deduction and withholding was made. Each of the Parties agrees to use reasonable best efforts to mitigate the imposition of any Withholding Taxes.

(c) Rover shall be entitled to any refund of any Sales and Services Tax for which it is responsible under this Section 2.3, and if Service Provider or any of its Affiliates receives a refund of such Sales and Services Taxes borne by Rover, Service Provider shall remit, or cause to be remitted, to Rover within ten (10) days, the amount of such refund.

(d) Each Party shall, and shall cause its Affiliates to, reasonably cooperate with the other Party (in accordance with Section 1.7) in connection with (i) mitigating the imposition of any Sales and Services Taxes required to be paid or collected, including by the provision of documentation necessary to support Sales and Services Tax exemptions, and (ii) the reporting of, or any audit, assessment, refund, claim or proceeding relating to, any such Sales and Services Taxes, including by the provision of information or data (including any resale certificate, other exemption certificates, and information regarding out-of-state use of materials, services or sale) as reasonably requested from time to time. Each Party shall promptly notify the other Party of any material deficiency claim or similar notice by a Governmental Authority connected to the provision of any Transition Services under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, this Section 2.3 shall survive expiration or termination of this Agreement.

Section 2.4 No Right to Suspend Performance; Interest.

(a) Neither Party shall suspend the performance of its obligations hereunder notwithstanding any dispute that may be pending between the Parties or their Affiliates, whether under this Agreement or otherwise. If it is mutually agreed by the Parties or otherwise determined pursuant to Section 2.2 that Service Provider has incorrectly invoiced or billed Rover for excess fees or insufficient fees, as applicable, Service Provider shall remit any excess amounts to Rover or Rover shall remit such insufficient amount, in each case, within fifteen (15) days following such determination.

(b) Any amounts payable by a Party to the other Party shall accrue interest at a rate of [•]% per annum as of the date payment was due until the date such payment is

made. Neither Party may deduct from or set off against any amounts such Party or any Affiliate of such Party may owe to the other Party or its Affiliates.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Duration of the Transition Services.

(a) Each Transition Service described in Exhibit A shall continue until the earlier of (i) the expiration of the applicable service period for such Transition Service set forth in Exhibit A, (ii) the termination of this Agreement, and (iii) such time as Rover terminates such Transition Service in accordance with Section 3.1(b).

(b) Rover may terminate all or a portion of any Transition Service that is being provided by Service Provider, subject to any limitations on the termination of individual Transition Services described in Exhibit A, upon written notice to Service Provider identifying the Transition Service to be terminated and the effective date of termination, which date shall not be earlier than ninety (90) days after receipt of such notice unless either (i) Service Provider otherwise agrees or (ii) Rover reimburses Service Provider for Service Provider's incremental costs in connection with such earlier termination along with payment of all remaining Fully Loaded Costs in accordance with Section 2.1 that Service Provider cannot reasonably eliminate for the period beginning on the the effective date of termination until the ninetieth (90th) day after receipt of such notice. Effective upon the termination of such Transition Service, Service Provider shall have no further obligation under this Agreement to provide such Transition Service and the fees associated with such Transition Service shall be equitably reduced to reflect the removal of the terminated Transition Services (if such terminated Transition Services are not reasonably required to be performed by Service Provider to continue to provide other Transition Services that are not terminated in accordance herewith to Rover) with respect to any period commencing on or after the effective date of such termination.

Section 3.2 Effectiveness; Term. The effectiveness of this Agreement and the Parties' rights and obligations hereunder is conditioned upon the occurrence of the Closing under the Share Purchase Agreement. The term of this Agreement (the "Transition Period") shall commence upon Closing and end, subject to earlier termination, on the earlier of (a) [●]¹ and (b) the cessation by Rover of the purchase of all of the Transition Services under this Agreement. Upon the termination of the Share Purchase Agreement, this Agreement shall immediately and automatically terminate and shall be of no further force and effect, and the Parties shall have no rights or obligations hereunder from and after any such termination.

Section 3.3 Termination for Material Breach. Rover may terminate this Agreement or any specific Transition Service upon any material breach of this Agreement by Service Provider that remains uncured for thirty (30) days after written notice thereof. Service Provider may terminate its obligations to provide any Transition Service if Rover fails to pay any sum due and payable to Service Provider with respect to such Transition Services within

¹ NTD: To insert the two-year anniversary of the Closing Date.

fifteen (15) days after written notice thereof of such failure to pay a payment when due, unless such amount is being disputed by Rover in good faith in accordance herewith.

Section 3.4 Survival. Notwithstanding any termination or expiration of this Agreement (whether terminated by Service Provider or Rover) or any Transition Service, each Party will remain liable to the other Party for the payment of fees and expenses accruing to the other Party for the period prior to such termination or expiration even though such fees may not become due until after termination or expiration. Further, the provisions of Section 2.3 (Taxes), Section 2.4(b) (Interest), Section 4.1 (Confidentiality), Section 4.2 (Disclosure of Confidential Information), Section 4.3 (Ownership of Intellectual Property), Section 4.4 (Non-Solicitation; Offers of Employment), Article V (Limitation of Liability; Indemnification; Disclaimer of Warranty) and Article VI (Miscellaneous) shall survive any termination or expiration of this Agreement or any Transition Service.

ARTICLE IV

CONFIDENTIALITY AND INTELLECTUAL PROPERTY; ADDITIONAL AGREEMENTS

Section 4.1 Confidentiality. All confidential or proprietary information or documentation, regardless of its form (“Confidential Information”), of either Party which is disclosed to, is acquired by or comes into the possession of, the other Party through operation of this Agreement shall be held in confidence by the other Party (including its Affiliates) and shall be protected against unauthorized disclosure to the same extent and in the same manner as such Party protects its own confidential or proprietary information of like nature. Neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any person or entity, or duplicate or reproduce the same, without such other Party’s prior written approval. Each Party shall, however, be permitted to disclose relevant aspects of the other Party’s Confidential Information to its officers, agents, employees and authorized representatives and to the officers, agents, employees and authorized representatives of its Affiliates, only to the extent that such disclosure is reasonably necessary to the performance of its duties and obligations under this Agreement; provided, that such Party shall take all reasonable measures to ensure that Confidential Information of the other Party is not disclosed or duplicated in contravention of the provisions of this Agreement by any such officer, agent, employee or authorized representative (it being understood that each Party shall be responsible for any breach of such Party’s obligations caused by the acts or omissions of its Affiliates, officers, agents, employees or authorized representatives). Notwithstanding the foregoing, information of a Party disclosed to the other Party shall not be deemed Confidential Information if such information (a) is at the time of such disclosure in the public domain, or thereafter comes into the public domain from a third party and through no fault of the receiving Party; (b) can be demonstrably shown to have been in the possession of the receiving Party at the time of disclosure by the disclosing Party or to have been independently developed by the receiving Party; or (c) shall have become legally available to the receiving Party from a third party having no obligation of confidentiality with respect thereto. To the extent practicable, upon request of any disclosing Party, the other Party will, and will cause its Affiliates, agents and authorized representatives to, promptly return to such disclosing Party (or, if requested by the disclosing Party, destroy) all copies of the Confidential Information received from the disclosing Party and will destroy all memoranda, notes and other writings prepared by such Party based on the Confidential

Information. No Party shall use Confidential Information for any purpose other than in connection with performing its obligations under this Agreement. The rights and obligations of the Parties hereunder with respect to any Confidential Information disclosed or obtained prior to termination shall survive for a period of three (3) years following any termination or expiration of this Agreement.

Section 4.2 Disclosure of Confidential Information. Notwithstanding Section 4.1, either Party may disclose Confidential Information in the following circumstances (or as otherwise provided by the provisions of this Agreement): (a) in response to a court order or formal discovery request, (b) in compliance with the order of any governmental or regulatory authority of competent jurisdiction (including a reasonable request by a Governmental Authority), or (c) as otherwise required by applicable Requirements of Law; provided, in each such case, that the disclosing Party may only disclose such information if (i) it shall first have used commercially reasonable efforts to obtain, and, if practicable, shall have afforded the other Party the opportunity to obtain, an appropriate protective order or other satisfactory assurance of confidential treatment of the information required to be so disclosed, and (ii) if such protective order or other remedy is not obtained, or the other Party waives such person's compliance with the provisions of this Section 4.2, it will only furnish that portion of the Confidential Information which is legally required to be so disclosed.

Section 4.3 Ownership of Intellectual Property. Except as expressly set forth in this Agreement, no provision of this Agreement is intended to, or will, (a) assign or otherwise transfer any title in any goods, equipment or software, or any associated Intellectual Property rights, from any Party to any Party, or (b) assign any contract, or rights under contracts, from any Party to any other Party. Notwithstanding any materials, deliverables or other products that may be created or developed by Service Provider or its Affiliates during the Transition Period, no title, right or interest in such related Intellectual Property shall be obtained by Rover, unless Service Provider specifically agrees otherwise in response to a request from Rover. All rights not expressly granted in this Agreement by a Party are expressly reserved to such Party and its licensors and information, content and software providers. Notwithstanding the foregoing, solely to the extent required for the provision or receipt of the Transition Services (as applicable) in accordance with this Agreement, each Party (the "Licensor"), for itself and on behalf of its Affiliates, hereby grants to the other party (the "Licensee") (and the Licensee's Affiliates) a non-exclusive, non-transferable (other than in accordance with Section 6.4), royalty-free, worldwide license to use the Intellectual Property rights (and any and all improvements, modifications, enhancements or derivative works thereof) of the Licensor only to the extent and for the duration necessary for the Licensee to provide or receive (as applicable) the applicable Transition Services under this Agreement. Upon the expiration or termination of a Transition Service in accordance with this Agreement, the license to the relevant Intellectual Property rights shall automatically and immediately terminate, and all licenses granted hereunder shall automatically and immediately terminate upon the expiration or earlier termination of this Agreement in accordance with the terms hereof.

Section 4.4 Non-Solicitation; Offers of Employment. For the duration of the Transition Period and for a period of one year thereafter, neither Rover, nor any of its Affiliates or Representatives shall, directly or indirectly, solicit for employment or hire any employee of Service Provider or its Affiliates or otherwise initiate any offer or promise of employment with any employee of Service Provider or its Affiliates without Service Provider's prior written consent;

provided, that this prohibition does not apply to solicitations or hiring as the result of solicitations made to the public or the industry generally, and Rover is not prohibited from employing any such individual who (a) ceases to be employed by Service Provider or any of its Affiliates or (b) reaches out to Rover on his or her own initiative, in either case without prior solicitation or encouragement to terminate such employment from Rover or its Affiliates or Representatives in violation of this Agreement, provided, further, that during the Transition Period, Pluto, Rover or one of their Affiliates may (but shall not be required to) offer employment to one or more of the TSA Employees as permitted by Section 6.9(a)(vi) of the Share Purchase Agreement.

Section 4.5 Security, Privacy and Data Use. If Rover or any of its Affiliates gains access to Service Provider's, or any of its Affiliates' computer, electronic or data storage systems in connection with Service Provider's provision of the Transition Services, Rover shall use such access solely for the purpose of using the Transition Services. Rover shall (a) limit such access to Rover's employees who reasonably require such access in connection with the Transition Services being used, and (b) follow Service Provider's security, privacy and data use rules and procedures regarding the use of Service Provider's computer, electronic or data storage systems of which Rover has been informed and is given reasonable advance notice.² Any employees, contractors or other representatives of Rover or any of its Affiliates gaining access hereunder shall as a condition precedent to gaining such access or use be directed to comply with the procedures that Service Provider requires for third party access pursuant to Service Provider's security, privacy and data use rules and procedures of which Rover has been informed and is given reasonable advance notice. All user names and passwords disclosed to, or discovered by, Rover and any information of Service Provider or its Affiliates obtained by Rover or its Affiliates as a result of Rover's access to Service Provider's computer, electronic or data storage systems (other than Rover's Confidential Information) shall be deemed to be, and shall be treated as, Service Provider's Confidential Information.

Section 4.6 Newquay Guarantee. Newquay shall cause Service Provider to comply with all Service Provider's agreements, covenants and obligations under this Agreement and hereby unconditionally and irrevocably guarantees to Rover the full and complete performance of all of Service Provider's agreements, covenants and obligations under this Agreement on a timely basis, including the due and punctual payment by Service Provider of Service Provider's payment obligations and liabilities under this Agreement (the "Guaranteed Obligations"). The foregoing sentence is an absolute, unconditional and continuing guarantee of the full and punctual discharge and performance of the Guaranteed Obligations. If Service Provider defaults in the discharge and performance of all or any portion of its payment obligations under this Agreement, the obligations of Newquay hereunder shall become immediately due and payable. Newquay hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Service Provider, protest, notice and all demands whatsoever in connection with the performance of its obligations set forth in this Section 4.6 or elsewhere in this Agreement.

² NTD: Newquay to provide a copy of such existing rules and procedures prior to execution hereof, which shall be subject to revision in the ordinary course.

ARTICLE V

LIMITATION OF LIABILITY; INDEMNIFICATION; DISCLAIMER OF WARRANTY

Section 5.1 LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF ACTUAL FRAUD OR WILLFUL MISCONDUCT, OR AMOUNTS DUE AND PAYABLE PURSUANT TO SECTION 5.2, NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY SUCH DAMAGES FOR LOST REVENUE, INCOME OR PROFITS, DIMINUTION IN VALUE OF THE BUSINESS OR ASSETS OF THE OTHER PARTY OR ANY OF ITS AFFILIATES, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR ANY OF THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER OR THE PERFORMANCE OF OR FAILURE TO PERFORM SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN THE CASE OF (A) SERVICE PROVIDER'S OR ITS AFFILIATES' WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ACTUAL FRAUD, (B) WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ACTUAL FRAUD IN THE PERFORMANCE OF A SPECIFIED SUBCONTRACTOR ACT BY THE APPLICABLE SUBCONTRACTOR OR (C) INDEMNIFICATION CLAIMS UNDER Section 5.2, THE AGGREGATE DAMAGES FOR ANY CAUSE WHATSOEVER FOR WHICH SERVICE PROVIDER SHALL BE LIABLE UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF ALL FEES RECEIVED BY SERVICE PROVIDER UNDER THIS AGREEMENT (EXCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY THIRD-PARTY EXPENSES) IN THE [TWELVE (12) MONTH] PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE EVENT OR ACTION GIVING RISE TO SUCH DAMAGES.

Section 5.2 Indemnification.

(a) Rover shall indemnify Service Provider and each of its Affiliates from, and defend and hold Service Provider and each of its Affiliates harmless from and against, any and all damages, losses, liabilities, costs and expenses (including reasonable fees and expenses of counsel) (collectively referred to as "Damages") paid to third parties in connection with any claims arising from or relating to this Agreement or the Transition Services, except to the extent that such Damages are the direct result of Service Provider's or its Affiliates' (i) gross negligence or willful misconduct or (ii) breach of Section 4.1 or Section 4.2 of this Agreement.

(b) Service Provider shall indemnify Rover and each of its Affiliates from, and defend and hold Rover and each of its Affiliates harmless from and against, any and all Damages paid to third parties in connection with any claims arising from or relating to this Agreement or the Transition Services to the extent that such Damages are the direct result of Service Provider's or its Affiliates' (i) gross negligence or willful misconduct or (ii) breach of Section 4.1 or Section 4.2 of this Agreement.

Section 5.3 Indemnification Procedures. The provisions of Section 10.4 of the Share Purchase Agreement shall govern the procedures for indemnification under this Article V; provided that each reference in Section 10.4 of the Share Purchase Agreement to Article X of the Share Purchase Agreement shall be deemed a reference to this Article V.

Section 5.4 Claims. Should either Party or its Affiliates be named as defendant in any third-party claim or cause of action arising out of or relating to the Transition Services, the Parties will reasonably cooperate with each other in the joint defense of their common interests to the extent permitted by law.

Section 5.5 LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

(a) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TRANSITION SERVICES ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT.

(b) SERVICE PROVIDER IS ACTING AS ROVER'S PURCHASING AGENT OR OTHERWISE AS A RESELLER WITH RESPECT TO ALL THIRD PARTY SERVICES, GOODS, INVENTORY AND EQUIPMENT PROVIDED HEREUNDER BY THIRD PARTIES OTHER THAN SERVICE PROVIDER'S AFFILIATES, AND, AS SUCH, DOES NOT PROVIDE ANY WARRANTY FOR SUCH THIRD PARTY SERVICES, GOODS, INVENTORY OR EQUIPMENT PROVIDED TO ROVER HEREUNDER. ALL SUCH THIRD PARTY SERVICES, GOODS, INVENTORY AND EQUIPMENT ARE PROVIDED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. ROVER'S SOLE REMEDY IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF SUCH THIRD PARTY SERVICES, GOODS, INVENTORY OR EQUIPMENT (WHETHER A CLAIM FOR SUCH DEFECT ARISES UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR PRINCIPLE INCLUDING NEGLIGENCE) SHALL BE TO SEEK RECOURSE EXCLUSIVELY FROM THE COUNTERPARTIES TO THE THIRD PARTY CONTRACTS, UNLESS THE DEFECT WAS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR ITS AFFILIATES. ROVER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS, INVENTORY AND EQUIPMENT.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Force Majeure. No Party shall be liable or deemed to be in breach of or default under this Agreement or any provisions thereof to the extent resulting from any delay or failure in performance under this Agreement resulting from acts of God, civil or military authority, acts of a public enemy, war, terrorism, fires and explosions (other than to the extent

resulting from the gross negligence or willful misconduct of a Party), earthquakes, floods, the elements, pandemics (including the COVID-19 virus or any COVID-19 Measures), labor disputes, strikes, lockouts, disruption of supplies or transportation, delays by unaffiliated suppliers or carriers (to the extent delayed by a force majeure event with respect to such supplier or carrier), and acts, omissions or delays in acting by any Government Entity, impossibility due to operation of Requirements of Law (including without limitation by decree of a court of competent jurisdiction) or any cause beyond the Party's reasonable control (each, a "Force Majeure Event"); provided that (a) the foregoing may not be raised as a defense or excuse for the failure of Rover to pay any amount due and payable to Service Provider pursuant to this Agreement and (b) in connection with the delay, reduction or failure in, or suspension or resumption of, performance of the Transition Services, Service Provider shall treat Rover on a non-discriminatory basis as compared to Service Provider's utility Affiliates. Upon the occurrence of a Force Majeure Event, the affected Party shall promptly give written notice to the other Party of the Force Majeure Event upon which it intends to rely to excuse its performance, and of the expected duration of such Force Majeure Event. The duties and obligations of such Party hereunder shall be tolled for the duration of the Force Majeure Event, but only to the extent that the Force Majeure Event prevents such Party from performing its duties and obligations hereunder. During the duration of a Force Majeure Event, the affected Party shall use commercially reasonable efforts to avoid, mitigate, remedy or remove such Force Majeure Event as promptly as practicable and resume its performance under this Agreement with the least practicable delay.

Section 6.2 Incorporation by Reference. Sections 11.1, 11.2, 11.8 and 11.11 of the Share Purchase Agreement are hereby incorporated by reference in this Agreement in all respects as though fully set forth herein. In the event of a conflict between any provision contained herein and Sections 11.1, 11.2, 11.8 and 11.11 of the Share Purchase Agreement, the provision of the Share Purchase Agreement shall supersede and replace such conflicting provision of this Agreement.

Section 6.3 Notices. Except as otherwise provided in this Agreement, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight courier, shall be deemed to have been duly given upon receipt) by delivery in person or overnight courier to the respective Parties at the following addresses, delivery by electronic mail transmission to the respective Parties at the following email addresses, or at such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 6.3; provided, however, that delivery by electronic mail transmission shall be deemed to have been duly given upon receipt only if promptly confirmed by reply electronic mail transmission or telephone:

If to Rover:

The Narragansett Electric Company

[●]

Attn: [●]

Email: [●]

If to Service Provider:

National Grid USA Service Company, Inc.

[●]

Attn: [●]

Email: [●]

Section 6.4 Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms of this Section 6.4, this Agreement and all its provisions shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether expressed or implied, will confer on any Person, other than the Parties or their respective permitted successors and assigns, any rights, remedies or liabilities; provided that the provisions of Article V will inure to the benefit of the Affiliates of the indemnified Party. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party and any purported assignment without such consent shall be void.

Section 6.5 Independent Contractors; No Relationship. The Parties to this Agreement are independent contractors. Neither Party hereto is an agent or representative of the other Party. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other relationship between or among any of the Parties (other than a vendor-customer relationship), including their Affiliates, employees, officers, directors or agents. In no event shall either Party's personnel be deemed to be employees of the other Party.

Section 6.6 Governing Law. This Agreement, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Requirements of Law of the State of Delaware, without regard to any choice or conflict of law principles or rules (whether of the State of Delaware or any other jurisdiction) that would mandate or permit the application of the Requirements of Law of any jurisdiction other than the State of Delaware.

Section 6.7 Jurisdiction; Venue; Specific Performance; Waiver of Trial by Jury.

(a) Each Party agrees that all claims arising out of or in connection with this Agreement shall be brought in the United States District Court for the District of Delaware or, if under applicable Requirement of Law exclusive jurisdiction is vested in state courts, in the Chancery Courts of the State of Delaware located in Wilmington, Delaware. In connection with any action or proceeding in any such court, each Party (i) consents to the service of process or other papers in connection with such action or proceeding in the manner provided in Section 6.3 or in such other manner as permitted by Requirements of Law, (ii) submits with regard to any such action or proceeding, generally and unconditionally, to the personal jurisdiction of any such court, and (iii) irrevocably waives, to the fullest extent permitted by Requirements of Law, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement in such court, any claim that the suit, action or proceeding in any such court is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement, or the subject matter hereof, may not be enforced in or by such court pursuant to this Section 6.7.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties acknowledge and agree that, to prevent breaches or threatened breaches by the Parties of any of their respective covenants or obligations set forth in this Agreement and to enforce specifically the terms and provisions of this Agreement, the Parties shall be entitled to seek an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in law or in equity. In connection with any request for specific performance or equitable relief by any Party, each of the other Parties waives any requirement for the security or posting of any bond in connection with such remedy.

(c) EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE TRANSACTIONS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OR ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.7.

Section 6.8 Entire Agreement. This Agreement, including Exhibit A and Exhibit B, together with the Share Purchase Agreement and all annexes and exhibits hereto and thereto, embody the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements with respect thereto.

Section 6.9 Consents; Waivers; Amendment. All waivers and consents given hereunder shall be in writing. No waiver by any Party of any breach or anticipated breach of any provision hereof by any other Party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar. Except as provided in this Agreement, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance by any other Party with any representations, warranties, covenants or agreements contained in this Agreement. The failure of any Party to assert any rights under this Agreement or otherwise shall not constitute a waiver of such rights. Any amendment to this Agreement shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Transition Services Agreement to be duly executed as of the date first written above.

THE NARRAGANSETT ELECTRIC
COMPANY

By _____
Name:
Title:

NATIONAL GRID USA SERVICE
COMPANY, INC.

By _____
Name:
Title:

NATIONAL GRID USA
(solely with respect to Section 4.6)

By _____
Name:
Title:

Exhibit A

Transition Services

[The service descriptions included in the extracts of the “separation blueprint” provided by Newquay to Pluto on February 21, 2021 to be used as the commercial basis for negotiation of Exhibit A to be attached to the executed version of this Agreement]

Exhibit B

Coordinators

The Service Provider Coordinator is:

Name: [●]
Address: [●]
Phone: [●]
Email: [●]

The Rover Coordinator is:

Name: [●]
Address: [●]
Phone: [●]
Email: [●]

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's First Set of Data Requests
Issued on June 8, 2021

Division 1-28

Request:

Please provide the status of efforts to “identify[] and negotiat[e] the nature and duration of the specific services to be provided by Service Company that will be set forth in an exhibit to the TSA.” Petition ¶ 19. If the referenced exhibit to the TSA has been completed, please provide a copy of that exhibit.

Response:

As provided for in the testimony of Gregory N. Dudkin, PPL and National Grid have assembled a group of officers, managers, and other employees from both companies to plan, execute, and coordinate the business integration and organizational separation efforts for the transaction. Mr. Dudkin leads the Integration Management Office ("IMO") for PPL that is responsible for defining the overall integration process and developing the schedules and workplans to effectively operate Narragansett upon legal close. The IMO is supported by core PPL functional teams responsible for defining and developing the Day-1 implementation efforts. Mr. Dudkin's counterpart at National Grid, Dan Davies, leads the Transition Management Office ("TMO") that is responsible for defining the transition plan and developing the schedules and workplans to effectively separate Narragansett from National Grid. The TMO is supported by National Grid functional teams responsible for defining and developing the Day-1 transition efforts. The IMO and TMO continue to work together to plan and guide the integration effort and are dedicated to its successful completion. The meetings have been occurring on a weekly basis to discuss progress against the schedule and workplans and coordinate across integration and transition topics, and are anticipated to continue until all services are transitioned.

The TSA services to be provided by National Grid are not yet fully identified and defined and at this time, PPL has not identified any TSA services National Grid will provide Narragansett. Please see Attachment NG-DIV 1-28-1, “Rhode Island Transition: TSA Directory,” for a listing of potential TSA services under consideration at this time. Please also see the following attachments to the response of National Grid and Narragansett, which consist of the indicative draft schedules by function current as of June 25, 2021:

- Billing & Collections – Attachment NG-DIV 1-28-2-1
- Customer Services – Attachment NG-DIV 1-28-2-2
- Energy Procurement – Attachment NG-DIV 1-28-2-3
- Gas Operations & Engineering – Attachment NG-DIV 1-28-2-4
- Electric Operations & Engineering – Attachment NG-DIV 1-28-2-5

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- Business Services: Balance Sheet Account Reconciliations – Attachment NG-DIV 1-28-2-6
- Business Services: Supply Chain Master Data Management – Attachment NG-DIV 1-28-2-7
- Business Services: Employee Services – Attachment NG-DIV 1-28-2-8
- Facilities – Attachment NG-DIV 1-28-2-9
- Finance & Accounting – Attachment NG-DIV 1-28-2-10
- Human Resources – Attachment NG-DIV 1-28-2-11
- Health & Safety, Monitoring & Compliance – Attachment NG-DIV 1-28-2-12
- Regulatory – Attachment NG-DIV 1-28-2-13
- Supply Chain Management – Attachment NG-DIV 1-28-2-14

As the planning process progresses, PPL and National Grid integration teams will continue to refine TSA services required to operate Narragansett as of Day 1.

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Division 1-30

Request:

Please explain the meaning of the statement in the testimony of Mr. Dudkin (at 29:19-20) that “[a]s a practical matter, the transition services will not impact the cost structure to customers.”

Response:

PPL and PPL RI understand The Narragansett Electric Company's ("Narragansett") current cost structure. PPL will incur costs for operations and services provided by National Grid USA and National Grid USA Service Company, Inc. under the Transition Services Agreement. Additionally, PPL and PPL RI will incur costs related to setting up their organization to serve Narragansett's customers. PPL will track these transition costs (including internal costs of employees spending time working on transition issues, and external costs paid to consultants to reorganize and consolidate functions) and will not pass these costs on to Narragansett customers. Instead, such costs will remain at the PPL corporate level. PPL expects that it will serve Narragansett customers with an improved cost structure after the transition is complete.

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Division 1-33

Request:

Please confirm that PPL will not seek recovery of merger-related costs, including any acquisition premium, in Narragansett's base electric or gas rates.

Response:

PPL and PPL RI (collectively, "PPL") confirm that they will not seek recovery of merger-related costs, including any acquisition premium, that would result in increases in The Narragansett Electric Company's ("Narragansett") base electric or gas rates. In the event that any merger-related costs, such as system implementation costs, result in the potential for lower base electric or gas rates, PPL may consult with the Rhode Island Division of Public Utilities and Carriers or the Public Utilities Commission on these costs as mentioned in the Federal Energy Regulatory Commission's Policy Statement issued on May 19, 2016 to provide guidance regarding future implementation of hold harmless commitments offered by applicants as ratepayer protection mechanisms to mitigate adverse effects on rates. See Attachment PPL-DIV 1-33-1.

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Division 1-35

Request:

Paragraph 25 of the Petition states that "PPL also expects that it will have significant opportunities to invest in Narragansett's electric and gas infrastructure to enhance safety, reliability, and customer satisfaction for Rhode Island customers, a core tenet of PPL's strategy in all of the jurisdictions in which it provides utility service." Please explain the basis of this conclusion and identify all investment opportunities that PPL has identified with respect to the Narragansett electric and gas systems. In addition, please provide all related reports and analyses.

Response:

At this time, PPL and PPL RI have not specifically identified areas in which to invest in The Narragansett Electric Company's electric and gas infrastructure to enhance safety, reliability, and customer satisfaction for Rhode Island customers. PPL's basis for this conclusion is the experience of its existing electric utility subsidiaries.

PPL Electric Utilities Corporation ("PPL Electric") has extensive experience working to innovate and modernize the electric grid to cost-effectively improve system reliability and resiliency. In the past ten years, PPL Electric achieved a 30 percent improvement in reliability and improved JD Power customer satisfaction scores by 20 percent, while at the same keeping operations and maintenance costs flat.

PPL Electric's grid modernization focused on developing telemetered systems leveraged by centralized operations systems to provide industry-leading safety, reliability, power quality, and customer satisfaction for its employees and customers. The key milestones in PPL Electric's grid modernization effort include the following:

- 2002 – PPL Electric successfully deployed one of North America's first automated metering infrastructure ("AMI") systems through power line carrier ("PLC") communication that enabled remote data transactions and meter reads.
- 2006 – PPL Electric deployed its meter data management system, which supported the processing of meter data. PPL Electric was one of the first utilities in the country to present hourly usage data to all customers.
- 2009 – PPL Electric deployed centralized supervisory control and data acquisition ("SCADA") for the distribution system.

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- 2011 – PPL Electric began a multi-year distribution telemetered device program for its backbone protective and switchable devices in order to provide improvement to customer reliability.
- 2014 – PPL Electric completed its deployment of its Distribution Management System (“DMS”) that integrated its existing telemetered distribution protective devices and AMI meters.
- 2015 – PPL Electric initiated a pilot program to have its DMS system autonomously react to power outages via its fault location isolation and service restoration (“FLISR”) software.
- 2016 – PPL Electric initiated a multi-year roll out to upgrade its distribution substation circuit breaker relays that increases the amount of data to its DMS.
- 2016 – PPL Electric fully deployed one of the United States’ first fully autonomous FLISR systems to its entire territory. When paired with the distribution automation of its switchable, protective telemetered devices led to significant improvements in customer reliability.
- 2019 – PPL Electric, through a grant with the U.S. Department of Energy, led the development of a distributed energy resource (“DER”) enhanced DMS systems with its vendor General Electric. PPL created this system to integrate DER behavior into its operational system to better integrate DER assets into the distribution grid safely and reliably.
- 2019 – PPL Electric received awards from EPRI and SEL for its development of a high impedance fault detection (downed wire) device programming, which it has deployed on many of its telemetered distribution devices.
- 2020 – PPL Electric completed the upgrade of its entire remote AMI PLC system with a newer and more advanced Radio Frequency (“RF”) Mesh AMI system. The upgrade allowed PPL Electric to leverage the new smart meter capabilities and data to streamline business processes and improve decision making abilities, and providing value to customers.
- 2020 – PPL Electric began the process of implementing Synchrophasor technology, which provides high resolution states of the system (up to 60 messages a second), with initial Synchrophasor architecture laboratory tests completed in Walbert Lab (Proof of Concept) in January 2021.
- 2020 – PPL Electric’s partner vendor Schweitzer Engineering Laboratories (“SEL”) released the new traveling wave relay – SEL T401L – for commercial availability in September 2020. PPL, in partnership with SEL, was able to implement the first relay on the PPL transmission grid about two months after its manufacturing release.

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- 2020 – PPL Electric has installed the Traveling Wave technology on five lines in 2020 including the first installation on 69kV radial line in the world including line monitoring function.

- 2021 – PPL Electric has installed the Traveling Wave technology on an additional (7) lines in 2021 to date and expects to have it implemented on over 30 lines by the end of 2021.

- 2021 – PPL Electric is partnering with SEL and utilizing new relay updates related to the Synchrophasor technology. PPL Electric has also updated Synchrophasor architecture, partnering with falling conductor detection and additional algorithms and data capabilities. The target design completion is currently August 2021.

- 2021 – The first synchrophasor pilot will be deployed at Hosensack 230-69kV substation with a completion date of August 2021. PPL Electric's goal is to verify physical infrastructure in the field and obtain real time data from operation events as well as continuous data samples to advance PPL Electric's algorithms for future system-wide implementation.

- 2021 – As party of the synchrophasor pilot program, PPL Electric is adding downed/falling conductor to the transmission line protection schemes by December 2021.

-2021 – PPL Electric is also deploying IoT (data streaming initiative) retrofit pilot at Hosensack substation. This will deploy Axion units at Hosensack to enable high speed (3kHz) data streaming, incorporating Traveling Wave and Synchrophasor technologies. The IoT architecture is being tested at Walbert Lab and the pilot is scheduled to be in place by end of 2021.

- 2021 – PPL Electric will be completing a multi-year program to add telemetry to all its multi-phase switchable distribution capacitors. There are currently more than 2,300 devices programmed through this program. Each of these devices are currently managed out of PPL Electric's Advanced DMS ("ADMS") system for system volt-var support.

- 2021 – PPL Electric initiated a multi-year program to add telemetry to its underground Low Tension Network ("LTN") devices, including network protectors that will allow for management out of PPL Electric's ADMS system for system volt-var support.

- 2021 – PPL Electric initiated a multi-year program to add telemetry to its distribution voltage regulators that will allow for their management through PPL Electric's ADMS system for system volt-var support.

- 2021 – PPL Electric completed an upgrade of its existing DMS systems to its vendor's ADMS system that provides additional functionality for DER and non-DER systems.

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- 2021 – PPL Electric began implementing a 3-year, Pennsylvania Public Utilities Commission-approved, DER Management pilot program. The pilot enables PPL Electric to test and evaluate the costs and benefits of monitoring and actively managing smart inverters that meet the latest IEEE (Institute of Electrical and Electronics Engineers) standards. The pilot is intended to improve the safety, reliability, power quality, and stability of PPL Electric's grid operations and increase adoption of DER across PPL Electric's service area at a lower cost to customers.

- 2021 – PPL Electric began implementing Dynamic Line Ratings sensors on its transmission system that enable operators to see how much of a circuit's available capacity is being utilized in real-time. With this information, operators can extend a circuit's loading beyond traditional thermal limits without compromising performance or longevity. In a partnership with PJM, PPL Electric piloted this technology this past winter on two lines. The pilot enabled PJM to resolve congestion on the lines without the need for millions of dollars in new or rebuilt lines.

The next steps in the grid modernization plan focus on developing improvements to PPL Electric's ADMS and DER Management systems in preparation for the grid of the future, including regulatory initiatives such as FERC Order 2222. In addition, PPL Electric is expanding reliability and grid stability functionality through new dynamic protective settings on its distribution telemetered protective and switchable devices in order more effectively react to the dynamically changing grid.

Based on these numerous initiatives over the past decade and PPL's extensive experience, PPL and PPL RI expect that, upon the closing of the transaction, they will identify numerous opportunities along the lines of those described above in which to invest in The Narragansett Electric Company's electric and gas infrastructure to enhance safety, reliability, and customer satisfaction for Rhode Island customers

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Division 1-37

Request:

Presently the Narragansett-owned transmission assets are, for operational purposes, integrated into the New England Power Company (NEP) d/b/a National Grid transmission system pursuant to Schedule III-B of NEP's FERC Electric Tariff. Please:

- a. Explain whether the Narragansett-owned transmission assets will continue to be integrated with National Grid's transmission system for operational purposes post-acquisition; and
- b. If Narragansett's transmission assets will no longer be integrated with National Grid's transmission system post-Transaction, please identify who will operate Narragansett's transmission assets that are subject to local control; and
- c. Provide any Documents related to the operation of Narragansett's transmission assets post-Transaction.

Response:

- a. PPL and National Grid are still working on the final arrangement, but expect that Narragansett-owned transmission assets will continue to be integrated with the National Grid transmission system for an interim period after closing. PPL expects this interim period to last until approximately mid-2022, after which PPL will operate the Narragansett-owned transmission assets on its own. PPL expects no change regarding the operation of the ISO-NE operated facilities.
- b. See response to (a). After the interim period, PPL expects to operate the Narragansett-owned transmission assets on its own.
- c. Counsel for PPL Corp. ("PPL"), PPL Rhode Island Holdings, LLC ("PPL RI"), National Grid USA ("National Grid"), The Narragansett Electric Company ("Narragansett"), and The Rhode Island Division of Public Utilities and Carriers Advocacy Section (the "Division Advocacy Section") met and conferred regarding the breadth and scope of certain data requests. After that meet and confer, the Division Advocacy Section sent a letter, dated June 22, 2021, advising that PPL, PPL RI, National Grid, and Narragansett can "use sound judgment and the rule of reason in crafting responses and providing responsive documents." The Division Advocacy Section also advised in the June 22, 2021 letter PPL, PPL RI, National Grid, and Narragansett to "consider the Advocacy Section's goal of protecting ratepayers when determining scope and relevancy." Based on the scope and breadth of this request, PPL and PPL RI have applied the rule of reason and used sound judgment in limiting the breadth and scope of documents produced in response to this

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request, and have considered the Division Advocacy Section's goal of protecting ratepayers in determining which documents it will produce.

PPL and PPL RI refer to Attachment PPL-DIV 1-37-1, NEP Tariff No. 1, Schedule III.B. (IFA); Attachment PPL-DIV 1-37-2, Transmission Operating Agreement, and Attachment PPL-DIV-1-37-3, ISO-NE Tariff. PPL and PPL RI anticipate that there may be additional documents that will be completed to transfer the Management of Transmission to PPL, and, accordingly, PPL and PPL RI will supplement this response as appropriate as new milestones are met.

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Division 1-41

Request:

Referencing Mr. Bellar's testimony at 10:12-14, please identify whether PPL intends to continue the Gas Business Enablement Program as it currently exists after the close of the Transaction, or whether it will discontinue that program (whether partially or entirely).

Response:

PPL and PPL RI are in the process of negotiating the services that will be provided pursuant to the Transition Services Agreement (the "TSA"). Currently, PPL and PPL RI anticipate that National Grid USA Service Company, Inc. will provide at least a portion of the Gas Business Enablement Program ("GBE") under the TSA starting on day one after closing of PPL RI's purchase of The Narragansett Electric Company, and, initially, PPL and PPL RI will use some of the GBE functionality. PPL continues to evaluate whether it will continue to use, in whole or in part, GBE after the expiration of the TSA, or if PPL will transfer this functionality to its own systems.

PPL and PPL RI will base their decision whether to continue to use GBE components on whether PPL and PPL RI can feasibly, effectively, and efficiently maintain and integrate each such component into PPL and PPL RI's systems and operations at a reasonable cost and without impacting the provision of safe and reliable service to Narragansett ratepayers. Throughout the transition and integration process, during the pendency of this proceeding and afterward, PPL and PPL RI will work to ensure they provide Information Technology systems and services that deliver excellent service without increases in costs to customers.

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Division 1-42

Request:

Referencing Mr. Bellar's testimony at 11:4-6, please:

- a. Provide the date by which the PPL expects to have established the "Rhode Island-dedicated gas control center";
- b. Provide the most recent cost estimate for the PPL gas control center; and
- c. Please confirm that none of those costs will be charged to ratepayers. If that is not the case, please identify the cost components that PPL plans to recover from ratepayers, and state the basis for such recovery.

Response:

- a. PPL and PPL RI continue to develop schedules to establish the Rhode Island dedicated gas control center ("GCC"). The current estimate to establish the GCC no later than two years after closing. National Grid USA Service Company, Inc. will provide gas control center support under the Transition Service Agreement ("TSA") until the GCC is operational.
- b. PPL and PPL RI do not currently have cost estimates for the GCC. Once PPL and PPL RI have prepared such cost estimates, they will provide a supplemental response to this data request.
- c. PPL and PPL RI do not plan to seek recovery from ratepayers for the costs associated with the GCC that do not relate to new or improved technology capabilities to Narragansett, or for costs related to capital investments that would not have been made in the normal course of business for reasons including but not limited to obsolescence. These costs would be recoverable in the ordinary course of business in the absence of PPL RI's purchase of Narragansett, subject to ordinary regulatory and prudence review. PPL and PPL RI will seek recovery for any such costs pursuant to the appropriate cost recovery mechanisms Narragansett already has in place with the Rhode Island Public Utilities Commission and the Rhode Island Division of Public Utilities and Carriers, under existing statutes, rules, and tariffs.

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Division 1-49

Request:

Assuming PPL will need to pay comparatively higher salaries (or offer improved benefit packages) to retain employees of National Grid or its affiliates, including the Service Company, who currently provide services to Narragansett, please explain whether PPL will treat any such wage increases (or the costs of improved benefits) as part of acquisition premiums or transaction costs for which PPL has agreed in its petition not to seek to recover in customer rates.

Response:

PPL and PPL RI do not agree with the assumption that they will need to pay comparatively higher salaries or offer improved benefits packages to retain any employees of National Grid USA or its affiliates, including National Grid USA Service Company, Inc., who currently provide services to The Narragansett Electric Company (the "Potential Retained Employees"). The Share Purchase Agreement does not require PPL or PPL RI to pay higher salaries or offer improved benefits packages. Accordingly, PPL has not evaluated how it would treat any such wage increases or costs of improved benefits.

To the extent that PPL and/or PPL RI agrees to pay any increased salaries or to offer benefits that exceed those currently provided to any of the Potential Retained Employees, PPL and PPL RI will evaluate on a case-by-case basis: (1) the reason for the increased salary or benefit costs, (2) the overall impact on the labor and benefit costs to be incurred by The Narragansett Electric Company ("Narragansett"), and (3) whether PPL RI's purchase of Narragansett was the cause of such costs, and, on the basis of these and any other relevant factors, PPL and PPL RI will determine whether it will seek to recover such costs in customer rates, or whether it will treat them as part of acquisition premium or transaction costs and exclude them from any request for recovery in customer rates.

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Division 1-50

Request:

Provide any projections for Narragansett's annual Administrative and General ("A&G") costs, including costs allocated to Narragansett through cost sharing arrangements with National Grid, PPL, or either of their affiliates, through the transition period of the Transaction. In addition:

- a. If the projections show an increase over Narragansett's current annual A&G costs, to what extent are these costs considered acquisition premiums or transaction costs for which PPL has agreed not to seek to recover in customer rates.

Response:

PPL and PPL RI do not currently have projections for Narragansett's annual A&G costs through the transition period. Once PPL and PPL RI have prepared such cost projections, they will provide a supplemental response to this data request.

PPL and PPL RI do not plan to seek recovery of either acquisition premiums or transaction costs in customer rates.

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Division 1-54

Request:

Referencing the testimony of Mr. Sorgi's testimony at 9:10-12, in which he states: "We also believe that infrastructure investments and a more localized operating model under PPL's ownership will create jobs and support economic development in Rhode Island," please:

- a. Explain PPL's "localized operating model,"
- b. Provide any analyses or comparisons performed assessing the PPL model against how Narragansett is currently managed;
- c. Quantify the number of jobs PPL expects that will be created, including any supporting data, studies, workpapers, reports, and information; and
- d. Please provide any data, studies, workpapers, reports, and information to support PPL's claim that the Transaction will result in economic development.

Response:

- a. PPL's localized operating model can best be described as the people who are responsible to ensure the safe and reliable electric and gas service to customers will be present locally in Rhode Island and will have the appropriate decision making authority commensurate with those responsibilities. In addition, the President will work directly with the EVP and COO and other members of PPL's Executive team, as necessary, to ensure that Narragansett has the resources and support necessary to provide this service to Rhode Island customers as having the appropriate resources necessary to carry out that mission. Also see PPL and PPL RI's response to data request Division 1-19.
- b. No such analyses or comparisons have been performed or documented. PPL and National Grid continue to work out the details to ensure a smooth transition.
- c. As stated in b. above, PPL and National Grid continue to develop the organization structure and number of employees needed as we transition off the TSA over the two-year transition period. Certain 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. Total number of employees in these areas has not been determined at this time.

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- d. We did not perform any studies or reports on the resulting economic impact of this transaction. A key component of utility operations is investments in infrastructure. If 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) Also, PPL has a long history of investing in the communities they serve. In Pennsylvania & Kentucky for 2020 PPL provided more than \$12M in charitable giving, had 60-80K hours of volunteer work, supported over 300 nonprofits, had \$275M spend on diverse suppliers, had 60% of the corporate spend on locally based suppliers, provided over \$2M to support COVID relief, donated 20k N95 masks to health care workers and donated \$100K to support racial injustice initiatives.

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- a. Explain PPL's "localized operating model,"
- b. Provide any analyses or comparisons performed assessing the PPL model against how Narragansett is currently managed;
- c. Quantify the number of jobs PPL expects that will be created, including any supporting data, studies, workpapers, reports, and information; and
- d. Please provide any data, studies, workpapers, reports, and information to support PPL's claim that the Transaction will result in economic development.

Response:

- a. PPL's localized operating model can best be described as the people who are responsible to ensure the safe and reliable electric and gas service to customers will be present locally in Rhode Island and will have the appropriate decision making authority commensurate with those responsibilities. In addition, the President will work directly with the EVP and COO and other members of PPL's Executive team, as necessary, to ensure that Narragansett has the resources and support necessary to provide this service to Rhode Island customers as having the appropriate resources necessary to carry out that mission. Also see PPL and PPL RI's response to data request Division 1-19.
- b. No such analyses or comparisons have been performed or documented. PPL and National Grid continue to work out the details to ensure a smooth transition.
- c. As stated in b. above, PPL and National Grid continue to develop the organization structure and number of employees needed as we transition off the TSA over the two-year transition period. Certain 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. Total number of employees in these areas has not been determined at this time.

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- d. We did not perform any studies or reports on the resulting economic impact of this transaction. A key component of utility operations is investments in infrastructure. If 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) Also, PPL has a long history of investing in the communities they serve. In Pennsylvania & Kentucky for 2020 PPL provided more than \$12M in charitable giving, had 60-80K hours of volunteer work, supported over 300 nonprofits, had \$275M spend on diverse suppliers, had 60% of the corporate spend on locally based suppliers, provided over \$2M to support COVID relief, donated 20k N95 masks to health care workers and donated \$100K to support racial injustice initiatives.

Supplemental Response:

- (b) PPL and PPL RI refer to Attachment PPL-DIV 1-54-1 for additional information responsive to this request.

Analysis of PPL's Cost to Operate The Narragansett Electric Company

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I. Introduction

PPL Corporation (“PPL”) has prepared an analysis of the anticipated costs to operate The Narragansett Electric Company (“Narragansett”) if the Rhode Island Division of Public Utilities and Carriers (the “Division”) approves the proposed acquisition of Narragansett (the “Transaction”). This analysis compares these anticipated costs to National Grid USA’s (“National Grid”) current costs to operate Narragansett. This analysis demonstrates that the Transaction will not result in increased costs to operate Narragansett and therefore will not increase rates for the current electric and gas distribution services.

II. Assumptions and Approach

PPL does not currently own and operate Narragansett and does not have the ability to fully assess each and every aspect of its future operations. When preparing this cost comparison, PPL thus relied on the information it received from National Grid – both with regard to its current costs to operate and with regard to the operations and functions necessary for PPL to operate Narragansett after the Transaction is approved and a closing occurs.

The purpose of this analysis is to provide a current view of PPL’s reasonable expectation of the comparison between National Grid’s current costs to operate Narragansett and PPL’s anticipated costs to operate Narragansett at the conclusion of the transition period. If the Division approves the Transaction, when PPL takes over control and operation of Narragansett and obtains firsthand knowledge of its operations the anticipated costs will change to some extent. This analysis, therefore, is not a budget for PPL costs in future years; it is a cost comparison based on the best information currently available and estimates generated from that information.

PPL made several structural assumptions preparing this analysis. First, PPL assembled National Grid’s actual Fiscal Year (“FY”) 2021 costs to operate Narragansett. PPL then developed its anticipated

costs to operate Narragansett after the transition services¹ expire approximately two years after Transaction close. This approach allows PPL to compare its anticipated 'steady state' operating costs to National Grid's "steady state" operating costs as they exist today.

Second, PPL limited this analysis to operating and maintenance costs plus allocated depreciation from service company assets that support Narragansett. These costs are deemed "managed" costs. PPL excluded pass-through costs from the analysis because they do not reflect the cost of operating the core electric and gas businesses. These pass-through costs include purchased power and gas, transmission wheeling costs, asset depreciation, taxes and other non-operational related costs.² The comparison of "managed" operating costs provides a basis to compare the operating model differences resulting from the change in control. A detailed view of total costs is included in the Appendix.

Third, PPL evaluated and considered the impact of the structural differences between National Grid's and PPL's operating models. For example, as explained later, PPL intends to establish a dedicated Rhode Island organization to provide operational functions (i.e., electric and gas operations and maintenance) serving the customers of Rhode Island, while National Grid uses a shared services model across its jurisdictions for similar functions. Both PPL and National Grid have service companies that provide centralized corporate and administrative services functions, but they differ in their composition (e.g., certain subfunctions are categorized differently between PPL and National Grid) making functional cost comparisons difficult. As a result, PPL's analysis compares National Grid's current operating model and related costs to PPL's anticipated operating costs under its expected operating model.

¹ National Grid will continue to provide certain services ("Transition Services") to support Narragansett during the transition to PPL to allow PPL to establish the infrastructure required to operate Narragansett independently. It is expected that these transition services will not exceed two years in duration.

² PPL is an experienced operator of electric and gas companies and will apply its expertise to effectively and efficiently control these pass-through costs (e.g., effective procurement of electricity and gas, management of bad debt expense, and conduct of storm response), to the extent possible.

For this analysis, National Grid provided its FY21 actual costs to operate Narragansett, including both direct and indirect operating costs assigned and allocated to Narragansett, as defined in National Grid's internal management reporting. Direct operating costs ("Direct Opex") are costs related to electric and gas operations, as well as directly associated support costs (e.g., Operations Support and Energy Procurement). Indirect operating costs ("Indirect Opex") are service company costs (e.g., Customer Operations, Legal, HR, Finance) assigned and allocated to Narragansett. National Grid accumulates benefits (e.g., medical, dental, pension, etc.) costs in aggregate; so, these amounts are shown separately rather than assigned to individual functional salary levels. The cost analysis also included depreciation costs from the service company to reflect shared assets (e.g., IT, facilities) that are allocated to Narragansett.

PPL integration teams developed a Rhode Island organizational structure by functional area that reflects the staffing levels expected to operate the business once fully transitioned from National Grid. PPL also developed the corporate and administrative services and associated costs necessary to operate Narragansett.

III. National Grid Narragansett Costs

a. Direct Opex

The Direct Opex costs assigned and allocated to the Narragansett utility are identified in **Table 1** below.

National Grid utilizes 17 cost centers, which PPL aggregated into functional categories (e.g., New England Electric costs and New York Electric costs (providing support to Narragansett) were consolidated to the Electric function). Cost types include Base Labor costs plus other nonlabor costs such as Contractors, Materials, Consultants, and Other Expenses). In total, National Grid's Direct Opex for Narragansett is \$113.6M, which includes \$51.0M in Base Labor Costs and \$62.6M in Non-Base Labor costs.

	Base Labor	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
Electric	\$20.4M	\$13.4M	\$1.5M	\$3.2M	\$0.6M	\$2.6M	\$1.7M	\$0.7M	\$44.0M
Gas	\$22.7M	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.4M	\$4.4M	\$0.6M	\$44.7M
Transformation	\$2.5M	\$0.4M	\$0.3M	\$0.0M	\$1.4M	\$0.0M	\$0.0M	\$0.0M	\$4.6M
Operations Support	\$1.7M	\$4.0M	\$6.8M	\$0.3M	\$0.2M	\$0.4M	\$0.3M	\$0.0M	\$13.6M
Energy Procurement	\$1.0M	\$0.0M	\$0.0M	-	\$0.0M	\$0.0M	-	\$0.0M	\$1.1M
Safety, Health & Environment	\$0.6M	\$1.1M	\$0.1M	\$0.0M	\$0.1M	\$0.1M		\$0.0M	\$2.0M
Regulation	\$1.5M	\$0.0M	\$0.0M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$1.5M
Business Planning & Perf	\$0.3M	-	\$0.0M	-	\$0.0M	\$0.0M	-	\$0.0M	\$0.3M
President	\$0.4M	\$0.9M	\$0.1M	-	\$0.1M	\$0.0M	-	\$0.0M	\$1.7M
Total	\$51.0M	\$26.8M	\$11.6M	\$7.6M	\$3.4M	\$5.5M	\$6.3M	\$1.4M	\$113.6M

b. Indirect Opex

National Grid’s Indirect Opex categories include the assigned and allocated costs for corporate and administrative services provided to Narragansett from National Grid’s service company. These services and associated costs include functions such as IT, Customer Operations, Finance, and Legal.

PPL summarized National Grid’s 12 Indirect Opex cost centers, as identified by National Grid, in **Table 2** below. This table summarizes the Indirect Opex cost types, which include Base Labor costs plus other nonlabor costs such as Consultants, Contractors, and Other Expenses. In total, National Grid’s Indirect Opex for Narragansett is \$86.9M which includes \$32.0M in Base Labor Costs and \$54.9M in Non-Base Labor costs.

	Base Labor	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
IT	\$8.0M	\$5.7M	\$10.8M	\$0.0M	\$9.5M	\$0.0M	\$0.8M	\$0.0M	\$34.9M
Customer Operations	\$8.7M	\$5.4M	\$5.6M	\$0.0M	\$1.7M	\$0.3M	\$0.7M	\$0.1M	\$22.5M
Audit	\$0.4M	\$0.1M	\$0.0M	-	\$0.1M	\$0.0M	-	\$0.0M	\$0.6M
Corporate Cost Center	\$0.0M		\$2.2M		\$0.2M	\$0.0M	\$0.0M	\$0.3M	\$2.6M
EBS, Procurement, Transformation	\$3.4M	\$0.6M	\$0.1M	-	\$0.3M	\$0.0M	\$0.0M	\$0.0M	\$4.4M
Finance	\$5.0M	\$0.5M	\$3.3M	-	\$2.0M	\$0.0M	\$0.0M	\$0.0M	\$10.8M
Global Legal	\$2.0M	\$0.4M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M	\$3.9M
Human Resources	\$1.4M	\$0.2M	\$0.1M	\$0.0M	\$0.0M	\$0.1M	\$0.0M	\$0.0M	\$1.9M
NGV Jurisdiction	-	-	\$0.2M	-	\$0.0M	-	-	\$0.0M	\$0.2M
President US Utilities	\$0.2M	\$0.1M	\$0.3M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.7M
Strategy & External Affairs	\$2.3M	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$4.0M
Transformation Office	\$0.3M	\$0.1M	\$0.0M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.5M
Total	\$32.0M	\$13.0M	\$23.6M	\$0.0M	\$15.7M	\$0.4M	\$1.5M	\$0.6M	\$86.9M

c. Benefits Costs, Pension and OPEB

National Grid captures employee benefits and pension costs at the service company level and allocates those costs to Narragansett. These costs represent benefits such as medical insurance, retirement benefits, flexible spending accounts, etc. as well as pension, retiree medical and retiree life insurance costs, where applicable. As shown in **Table 3** below, these benefits costs assigned and allocated to Narragansett are \$55.4M.

	Total
Other Employee Benefits	\$45.1M
Pension & OPEB	\$10.3M
Total	\$55.4M

d. Allocated Depreciation

Allocated depreciation refers to depreciation related to National Grid corporate assets that has been assigned and allocated to Narragansett. This depreciation is primarily related to Information Technology assets, but also includes a portion of facilities-related assets as well. As described earlier,

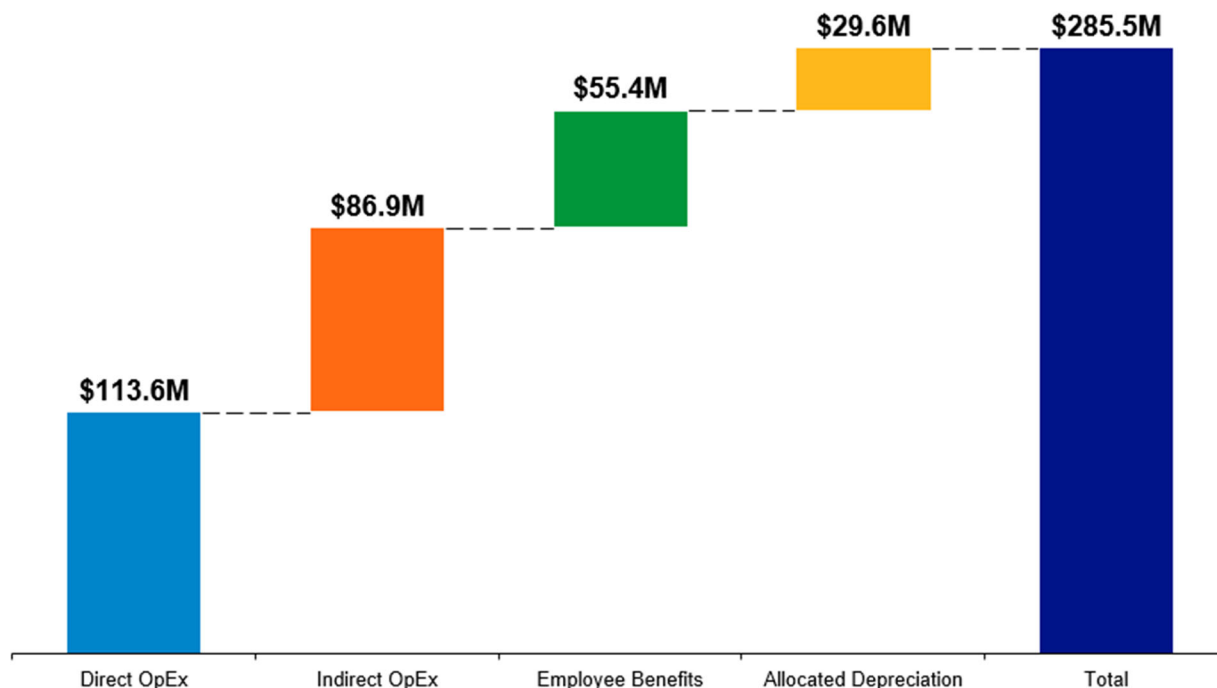
National Grid tracks depreciation and amortization related to Narragansett transmission and distribution infrastructure separately, and PPL did not consider those costs as part of this analysis as they reflect capital investment decisions made by National Grid in prior years. As shown in **Table 4** below, the depreciation National Grid assigned and allocated to Narragansett totals \$29.6M.

Table 4. Allocated Depreciation	
Allocated Depreciation	Total \$29.6M
Total	\$29.6M

e. Total Managed Cost Summary

National Grid’s total managed costs assigned and allocated to Narragansett in Direct Opex, Indirect Opex, Employee Benefits, Pension and PBOP, and Allocated Depreciation are summarized in **Figure 1** below.

Figure 1. National Grid Managed Cost Structure, FY2021 Actuals



IV. PPL Narragansett Costs

In developing PPL's anticipated costs to operate Narragansett, PPL first refined its intended operating model for the Rhode Island utility. PPL will employ a dedicated Rhode Island organization to provide a high level of service focused on Rhode Island customers. This Rhode Island-focused operating model will also drive additional investment in the State. PPL will supplement this organization with appropriate centralized corporate and operations services.

a. Rhode Island Direct Labor

In developing its Rhode Island organization, PPL collaborated with National Grid to ensure it understood the specific work, activities, and staffing levels required to operate Narragansett across electric, gas, customer and corporate functions. PPL then developed its own bottom-up staffing model, utilizing PPL's operating practices. In addition, PPL named its planned Rhode Island leadership team, and those leaders participated in these staffing decisions. These staffing levels are based on PPL's current understanding of Rhode Island requirements and could change as PPL operates Narragansett during the transition period. It is also important to note that the union labor force supporting Narragansett today will transition to PPL upon approval of the Transaction providing continuity in knowledge of electric and gas system operations.

Under PPL, Narragansett will be led by a local President with accountability for Rhode Island operations across Electric Operations, Gas Operations, Customer, Business Services, Regulatory and Government Affairs, Human Resources and Finance. PPL will locate leaders for each of these functions in Rhode Island. The high-level organizational structure for the Rhode Island business is highlighted in **Figure 2** below with a more detailed depiction provided in the Appendix.

Figure 2. PPL RI Organizational Structure

A brief description of these functions, with associated headcount is provided below:

Electric Operations: A Senior Director will lead the electric operations organization, which will include 498 positions comprising the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Asset Management & Engineering	Includes activities such as regional field engineering, protection & control, Telecom, metering engineering, distribution design, distribution planning & asset management	61
Field Operations	Includes overhead and underground crews, customer meter services, substation and relay test, resource coordination and forestry management	399
Project Management	Includes construction, supervision and project management for transmission, substation, and complex distribution capital projects	13
Distribution Control Center	Includes a stand-alone distribution control center	25

PPL's service company will provide certain operational support subfunctions like Transmission Control, and Transmission/Substation planning, engineering, and asset management.

Gas Operations: A Vice President level individual will lead the Gas Operations organization of 554 positions comprising the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Engineering & Asset Management	Includes support for gas engineering, asset information mapping (Geographic Information System), corrosion control, integrity planning and investment planning	42
Gas Construction & Complex Capital	Includes project management and planning, and contract management and cost control for large, complex capital projects	15
Gas Operations	This organization will lead the gas field operations, customer meter services, leak survey, damage prevention and construction and inspection teams	346
Gas System Control & LNG Operations	Includes gas control, instrumentation and regulation and LNG operations	66
Gas Procurement	Responsible for forecasting gas demand and ensuring gas supply to Narragansett customers.	14
Pipeline Safety & Compliance	This team is responsible for compliance programs and compliance assurance as well as quality assurance	24
Work & Resource Planning	Will include planning/scheduling and coordination as well as dispatch operations	47

Customer: A Senior Director will lead customer service / operations overseeing an organization of 153 positions comprising the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Business Services	This team will manage electric and gas connections as well as interconnections	26
Customer Center Operations	Will include customer service representatives and exception management representatives	93
Operations Support	This team will provide a variety of activities, such as billing operations, credit and collections, billing, vendor management, workforce and configuration management as well as call center training / Quality Assurance and metrics and reporting	27
Programs	This organization will support the various programs in Rhode Island, such as energy efficiency and conservation, customer assistance programs and Distributed Energy Resources & electric vehicles	7 ¹

Note 1: Additional resources to support the energy efficiency and conservation programs are required but not represented here as their cost is captured through a separate regulatory mechanism

PPL's service company, working in conjunction with Rhode Island leadership, will support strategic programs, such as customer experience strategy and digital transformation.

Business Services: A senior director will lead business services overseeing functions that support the core electric and gas operations in Rhode Island. This team of 61 positions includes the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Fleet	Includes vehicle maintenance and asset performance	22
Property Services	This team will support facility operations and maintenance across the various sites in Rhode Island	12
Supply Chain	This team is responsible for procurement of materials as well as inventory and warehouse management	12
Emergency Response	This team will manage the Rhode Island emergency response plan and oversee the command structure	2
Environmental	This team will support environmental permitting, reporting, and manage site investigation & remediation efforts	2
Safety	This team will manage the Dig Safe and field safety programs	3
Security	Physical security operations across the various Rhode Island sites	2
Technical Training	This team will design and execute training programs for the Rhode Island operations	6

Regulatory and Government Affairs: This team will oversee local and regional government and community activities in Rhode Island. A senior director will lead this team overseeing 10 positions that will include the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Regulatory Strategy	These teams will focus on overall regulatory strategy, supporting rate structuring / rate cases and proceedings	2
Rhode Island Community and Economic Development	This team will support development and execution of local community and economic development programs	4
Rhode Island External / Internal Communications	This team will manage both internal and external communications for PPL Rhode Island	2
Rhode Island State Government Relations	This function will manage relationships with Rhode Island state governmental bodies	1
Rhode Island State Regulatory Affairs	This function will manage interactions with Rhode Island state regulatory bodies	1

Human Resources: Although PPL’s service company will provide many strategic and programmatic Human Resource functions, and PPL will charge the costs for those resources through allocations to Narragansett, there also will be dedicated resources to support the employees and operations in Rhode Island. This includes a local HR manager and 2 positions to support labor relations:

Finance: The Narragansett finance organization will provide management reporting to support leadership decision making across the Rhode Island business. A Director-level individual will lead this team and will oversee 12 positions, including the following subfunctions and staffing levels:

Subfunction	Description	Staffing
Finance Business Partnering & Key Performance Indicators	This team will manage Rhode Island business unit financial planning and analysis activities, and support financial performance reporting	7
Property Accounting	This team will support Rhode Island plant / asset accounting	5

In total, PPL has identified 1,298 positions that will support the Rhode Island utility, inclusive of both management (414) and union (884) employees. To derive a labor cost estimate, PPL grouped the positions by function and applied average PPL salaries for management and union positions. PPL also applied its average benefits loading rates for both management (64%) and union (36%) positions. PPL also applied labor capitalization rates for direct labor to reflect the estimated O&M portion based on a review of PPL and National Grid capitalization rates to determine the rates that best reflect the business and infrastructure requirements inherent in Rhode Island. The resulting labor and benefits O&M costs totaling \$107.0M are shown in **Table 5**, below.

	O&M %	Union			Management			Total
		Avg. Salary	FTEs	Fully Loaded Labor, O&M	Avg. Salary	FTEs	Fully Loaded Labor, O&M	Fully Loaded Labor, O&M
Management (VP+)	100%	-	-	-	\$316.0K	2	\$1.3M	\$1.3M
Customer	95%	\$72.9K	84	\$7.9M	\$109.3K	70	\$11.9M	\$19.8M
Electric	37%	\$99.4K	377	\$18.9M	\$112.8K	122	\$8.3M	\$27.2M
Finance	100%	-	-	-	\$117.4K	13	\$2.5M	\$2.5M
Gas	64%	\$82.7K	385	\$27.7M	\$101.4K	169	\$18.0M	\$45.7M
Human Resources	95%	-	-	-	\$123.0K	3	\$0.6M	\$0.6M
Business Services	85%	\$87.7K	38	\$3.9M	\$112.5K	24	\$3.8M	\$7.6M
Regulatory and Government Affairs	100%	-	-	-	\$126.3K	11	\$2.3M	\$2.3M
Total			884	\$58.4M		414	\$48.6M	\$107.0M

b. Rhode Island Direct Non-Labor

In addition to direct labor costs, under PPL Rhode Island Holdings, LLC ownership, Narragansett will have numerous non-labor costs, such as the use of outside contractors and/or consultants, supplies and materials, and transportation expenses. Although PPL anticipates it will have the ability to optimize these costs in the intermediate and long-term as it leverages its scale and operating practices,³ for purposes of this analysis PPL assumed that non-labor costs would closely mirror those currently incurred under National Grid ownership.

PPL utilized National Grid’s existing non-labor costs to operate Narragansett as a baseline. PPL held costs relating to National Grid’s “Direct” functions and its Customer Operations functions constant unless it identified specific costs that could be avoided or deemed a one-time cost. As an example, in Customer Operations, PPL eliminated costs related to Payment Processing because PPL will perform those activities at the service company and not directly charge them to Narragansett. PPL captured these costs in the PPL allocations. PPL will generally avoid costs relating to National Grid’s “Indirect” functions because PPL’s allocations of corporate and administrative costs will generally capture National Grid’s “Indirect”

³ This includes, but is not limited to, purchasing economies gained from consolidating common materials and contractor spend across Pennsylvania, Kentucky and Rhode Island and standardization of processes resulting in lower costs.

functions. PPL reviewed the National Grid indirect nonlabor costs and confirmed that PPL’s own corporate allocations capture those costs as well. As an example, IT nonlabor costs were eliminated because they are accounted for in PPL’s IT allocations.

A summary of anticipated Rhode Island Direct Non-Labor costs of \$64.2M is shown in Table 6 , below. Table 6. PPL RI Non-Labor Cost Estimation, Summary by Function								
	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
Electric	\$13.1M	\$0.9M	\$3.0M		\$2.3M	\$1.1M	\$0.7M	\$20.8M
Gas	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.3M	\$4.1M	\$0.6M	\$21.7M
Operations Support	\$1.4M	\$0.2M	\$0.1M	\$0.1M	\$0.0M	\$0.2M	\$0.0M	\$2.1M
Other Direct Opex	\$0.4M	\$0.3M	\$0.0M	\$0.3M		\$0.0M	\$0.0M	\$1.0M
Customer Operations	\$5.3M	\$4.4M	\$0.0M	\$1.2M	\$0.3M	\$0.6M	\$0.1M	\$12.0M
Finance	\$0.3M	\$2.8M	-	\$0.3M	\$0.0M	\$0.0M	\$0.0M	\$3.3M
Global Legal	\$0.1M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M	\$1.5M
Strategy & External Affairs	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$1.7M
Total	\$27.7M	\$12.3M	\$7.2M	\$4.4M	\$5.0M	\$6.0M	\$1.5M	\$64.2M

c. PPL Allocations

In addition to direct labor and non-labor costs, PPL will assign and allocate costs for activities performed by the PPL service company to support Narragansett. A description of the activities that PPL will perform on a centralized basis to support Narragansett is outlined below.

Information Technology: costs include PPL’s information technology infrastructure, applications, and related service and support.

Finance: costs include Budgeting and Planning Services, Tax Compliance and Planning, Tax Accounting and Reporting, Corporate Accounting, Regulatory Accounting and Reporting, Internal Reporting, Cash Management, Miscellaneous Billing, Remittance Processing, Employee Compensation and Benefits, Financial Training, and related activities.

Office of General Counsel: costs for all legal support, including but not limited to general corporate legal support, labor and employment legal support, state regulatory legal support, federal regulatory legal

support, supply chain support, environmental and real estate related legal support and claims/litigation legal support, as well as Corporate Compliance, Board Services, and related matters.

Transmission & Substation Operations: costs include electric transmission support costs, including asset strategy and management, line design, substation design, project development, and related costs.

Human Resources: costs include employee communications, corporate HR business partner services, HR regulatory/compliance, talent management and diversity, equity and inclusion services, employee training, security services (e.g., background checks), and related costs.

Supply Chain: costs include strategic sourcing, contract administration, supply programs and supplier diversity, staff augmentation, office supplies, printing, travel, investment recovery, and related costs.

Regulatory Affairs: costs include regulatory strategy, electric procurement, electric load forecasting and settlement, and related costs.

Corporate Operations and Integration: costs include data analytics capabilities, primarily related to applying predictive analytics to asset management.

Corporate Systems: costs primarily include finance-related information technology systems, including the UIP budget and model system, treasury systems, financial reporting systems, and related costs.

Communications: costs include market research, customer communications, external/internal communications and graphic design.

Transmission Control Center: costs include full transmission control center support for Narragansett.

Enterprise Security: costs include corporate cyber security risk management, as well as related business line support.

Public Affairs: costs include providing community relations functions, communicating public information to local organizations, and providing oversight for communications to employees.

Customer Service: costs include support for electric meter data and operations, as well as customer strategy and digital transformation.

Corporate Audit Services: costs include Audit-SOX testing and compliance, and general auditing services.

Executive Office: includes the allocated portion of certain executive costs, including the Office of President and Strategic Development.

Distribution Operations: costs include certain electric distribution support costs, including distribution line standards, third-party attachments, and related costs.

Facilities: costs include real estate tax services, project and contract management services, and related costs.

Technical Development & Instruction: costs include technical development and instruction costs, including costs related to environmental contracts, safety equipment training, training recordkeeping, eLearning development, and fleet standards.

PPL Services: costs include non-support group specific PPL Services' costs, including rent, stock and incentive compensation, and high-level benefits adjustments.

PPL developed an estimate of the costs in each of these functions that includes any incremental costs to support Narragansett. PPL then applied its cost allocation methodology to assign and allocate costs to Narragansett. This methodology includes direct charges when identified, utilization of causal factors where appropriate, and application of a composite factor (e.g., number of employees, amount of invested capital, and operation and maintenance expenses) when costs cannot be directly charged or causally allocated. PPL derived this estimate based on input from the integration planning teams as to the level of incremental costs required to support Narragansett as well as PPL finance personnel responsible for business planning.

An estimate of the costs PPL anticipates assigning and allocating to Narragansett is shown in

Table 7.

	Total
IT	\$33.8M
Finance	\$9.8M
Office of General Counsel	\$4.7M
Transmission & Substation	\$4.4M
Human Resources	\$5.0M
Supply Chain	\$3.8M
Regulatory Affairs	\$1.9M
Corporate Operations and Integration	\$1.8M
Corporate Systems	\$1.4M
Communications	\$1.0M
Transmission Control Center	\$1.0M
Enterprise Security	\$0.8M
Public Affairs	\$0.7M
Customer Service	\$0.6M
Audit Services	\$0.6M
Executive Office	\$0.6M
Distribution Operations	\$0.4M
Facilities	\$0.3M
Technical Development & Instruction	\$0.3M
PPL Services	\$10.2M
Total Allocated Costs	\$83.4M

d. Allocated Depreciation

PPL also estimated the depreciation for PPL corporate investments that benefit Narragansett. For example, PPL assigned and allocated the depreciation from PPL’s IT applications and infrastructure, as well as corporate facilities, to Narragansett utilizing the cost allocation methodology described earlier⁴.

Table 8 below summarizes PPL’s depreciation allocation.

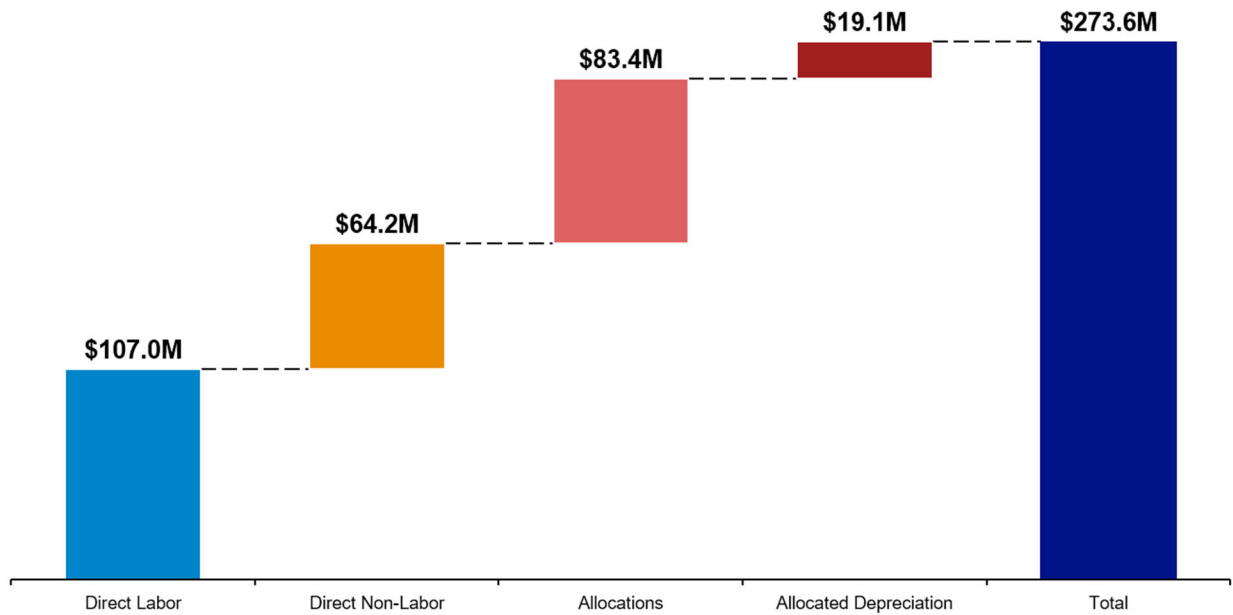
	Total
Allocated Depreciation	\$19.1M
Total	\$19.1M

⁴ PPL has not included depreciation resulting from incremental IT and other infrastructure investment to maintain a comparable basis to National Grid allocated depreciation.

e. Total PPL Managed Cost Summary

PPL’s anticipated assigned and allocated costs to operate Narragansett in direct labor, direct non-labor, allocations and depreciation are summarized in **Figure 3** below.

Figure 3. PPL Managed Cost Structure, 2022 Anticipated

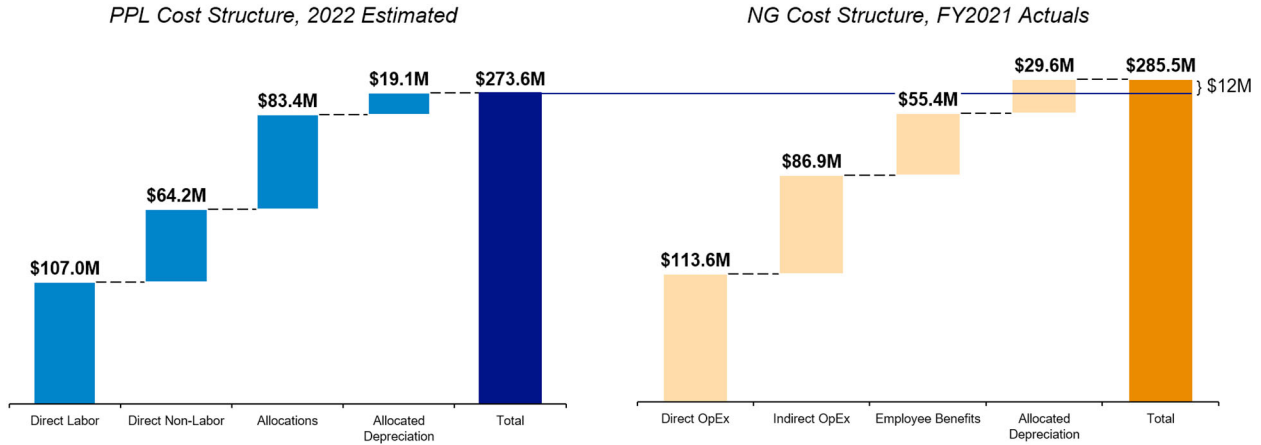


V. Cost Summary Comparison

a. Total Cost Summary Comparison

Using the methodologies described in this document, PPL’s anticipated Narragansett operating costs of \$273.6M are approximately \$12M lower than National Grid’s current Narragansett operating costs of \$285.5 M as summarized in **Figure 4** below.

Figure 4. Comparison: NG and PPL Managed Cost Builds

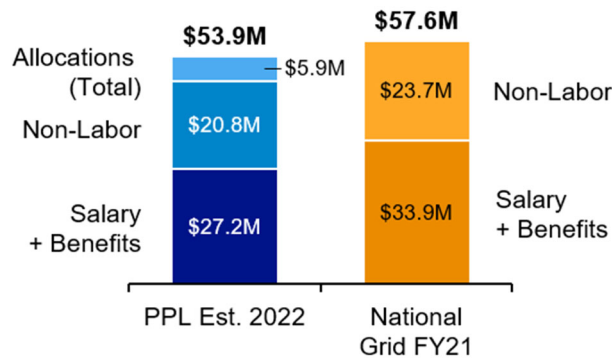


To provide further context into the differences between PPL and National Grid operating costs, PPL developed functional comparisons across the major operating areas of electric, gas, customer and corporate. Developing these comparisons required PPL to make certain assumptions to derive comparable costs bases (e.g., PPL proportionately allocated National Grid benefit costs to functions to derive a fully loaded functional labor cost).

b. Functional Cost Summary Comparisons

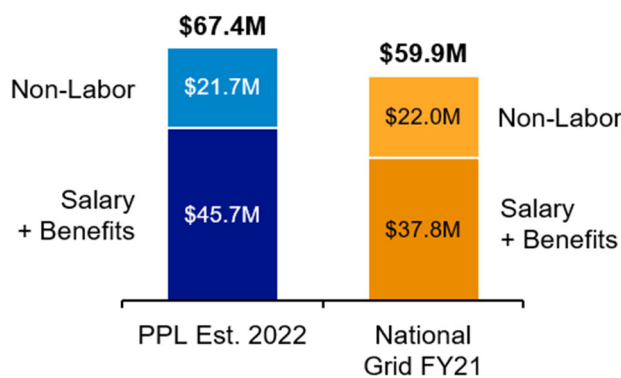
Electric Operations: PPL’s cost build-up estimates total direct labor and non-labor cost to operate the Narragansett electric business to be \$53.9M. This includes the costs associated with the direct operations as well as those electric operation support costs assigned and allocated from PPL’s service company. This compares to National Grid’s electric operations costs of \$57.6M. The establishment of a dedicated Rhode Island electric organization that applies PPL’s operating practices results in slightly lower costs relative to National Grid. A comparison of these costs is provided in **Figure 5** below:

Figure 5. Electric Cost Comparison



Gas Operations: PPL’s cost build-up estimates the total direct labor and non-labor cost to operate the Narragansett gas business to be \$67.4M. This compares to National Grid costs of \$59.9M. This higher cost reflects the establishment of a dedicated gas organization described earlier that includes functions such as gas control, pipeline safety and gas procurement – functions currently shared in National Grid’s model. The Rhode Island Division of Public Utilities and Carriers, in its report on its investigation into the January 2019 gas service interruption on Aquidneck Island, recommended the establishment of more local, direct control of gas operations, including these functions. **Figure 6** below illustrates a comparison of these costs:

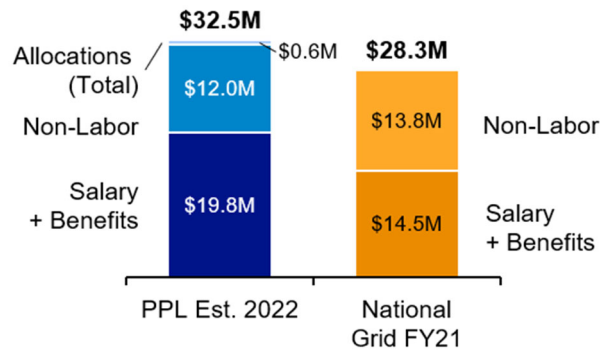
Figure 6. Gas Cost Comparison



Customer: PPL’s cost build-up estimates the total direct labor and non-labor cost to support Narragansett customer operations to be \$32.5M. This compares to \$28.3M for comparable services under National Grid. PPL is planning to invest in a Rhode Island-based customer care center and back-office operations and program support, resulting in a dedicated presence to support these functions, whereas National

Grid’s back-office and program support is provided on a shared basis. Establishing a customer care center in Rhode Island will provide Rhode Island customers with Rhode Island-dedicated customer service employees who are familiar with the service territory and issues specific to Rhode Island customers. As a result, the costs to support the customer function in Rhode Island are anticipated to be higher than those under National Grid. **Figure 7** below compares these costs:

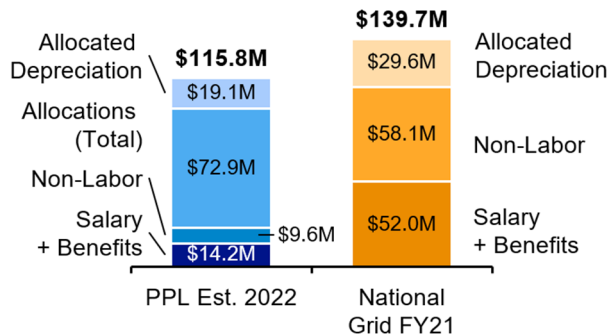
Figure 7. Customer Cost Comparison



c. Corporate Cost Summary Comparisons

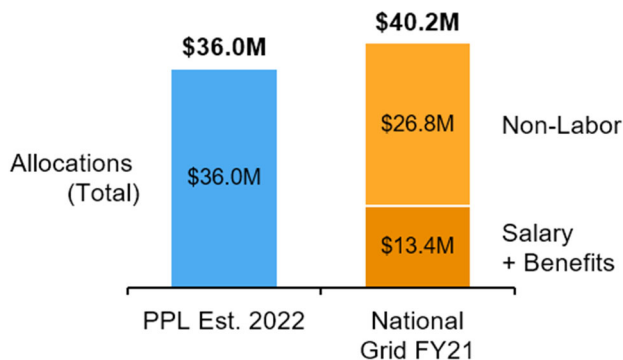
Total Corporate: For purposes of this comparison, Total Corporate costs are all costs, excluding Electric Ops, Gas Ops, and Customer costs. These costs include the total estimated labor and non-labor costs from activities provisioned from the service company inclusive of the allocated depreciation of corporate owned assets supporting Rhode Island. PPL estimates total corporate costs to be \$119.8. This compares with \$139.7M under National Grid for comparable functions and services. A high-level comparison of these costs is provided in **Figure 8**, with further analysis and comparison for select functions provided below:

Figure 8. Total Corporate Cost Comparison



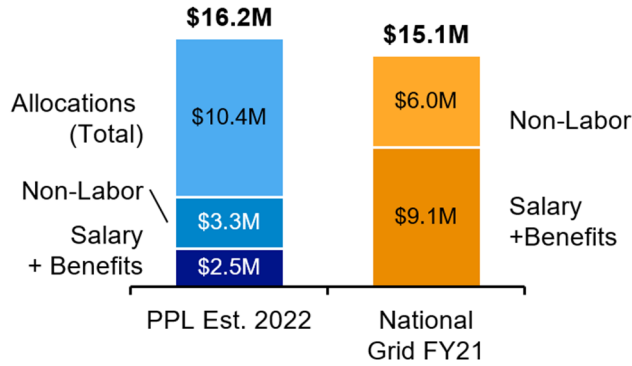
IT: PPL IT costs are inclusive of labor, service and maintenance contracts, licensing fees and other related expenses. PPL’s total estimated cost to provide IT support to Narragansett is \$36.0M compared to \$40.2M under National Grid as shown in **Figure 9**. PPL intends to provide IT services on a centralized basis that allows for scale benefits to be extended to Narragansett.

Figure 9. IT Cost Comparison



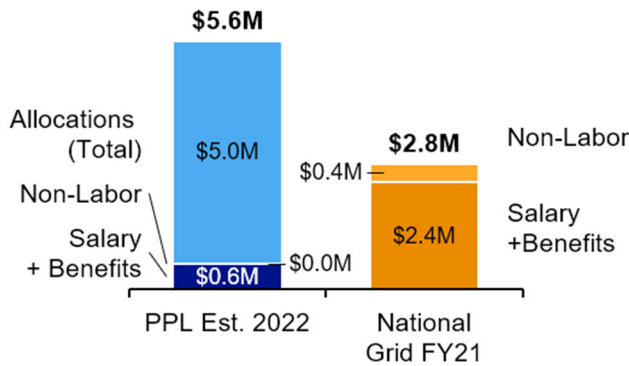
Finance: PPL’s total estimated costs for Finance support to Narragansett are \$16.2M. These costs include both assigned and allocated costs from the service company (such as accounting and tax support, audit, budgeting and planning activities, etc.) as well as the direct Finance organization costs incurred in Rhode Island (including financial performance reporting and property accounting). This compares to National Grid Finance costs of \$15.1M as shown in **Figure 10**.

Figure 10. Finance Cost Comparison



HR: PPL’s total estimated costs to provide HR support to Narragansett is \$5.6M. These costs include both the assigned and allocated costs from the service company (such as talent management, employee training and employee communications) as well as the direct HR organization costs incurred in Rhode Island, including dedicated labor relations support. This compares to National Grid HR costs of \$2.8M as shown in **Figure 11**.

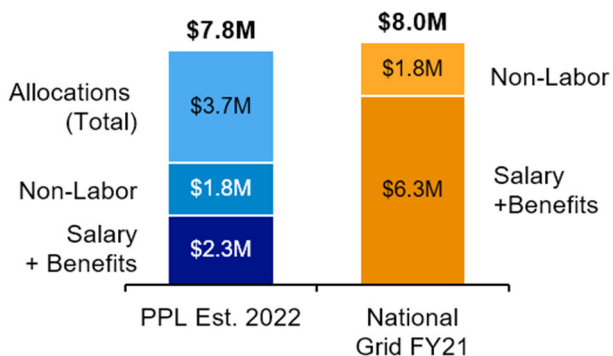
Figure 11. HR Cost Comparison



Regulatory/Government Affairs: PPL’s total estimated costs to provide Regulatory and Government Affairs support to Narragansett is \$7.8M. These costs include both the assigned and allocated costs from the service company (including electric forecasting, electric procurement and settlement, and community relations support) as well as the direct Regulatory/Government Affairs costs incurred in Rhode Island

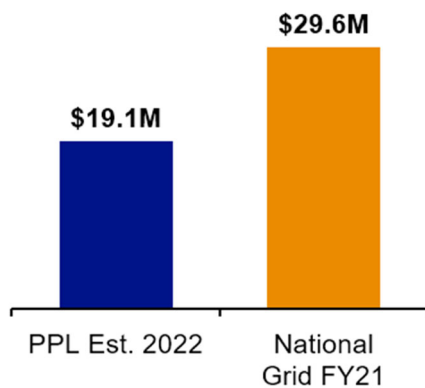
(including Rhode Island government relations and economic and community development). This compares to the National Grid costs of \$8.0M as shown in **Figure 12**.

Figure 12. Regulatory/Government Affairs Cost Comparison



Allocated Depreciation: PPL has estimated charging a total of \$19.1M in allocated depreciation to Narragansett. These costs reflect the share of existing corporate investments, such as IT infrastructure and corporate facilities that benefit Rhode Island. This compares to \$29.6M under National Grid. This comparison is shown in **Figure 13**.

Figure 13. Allocated Depreciation Comparison



VI. Cost Summary Comparison

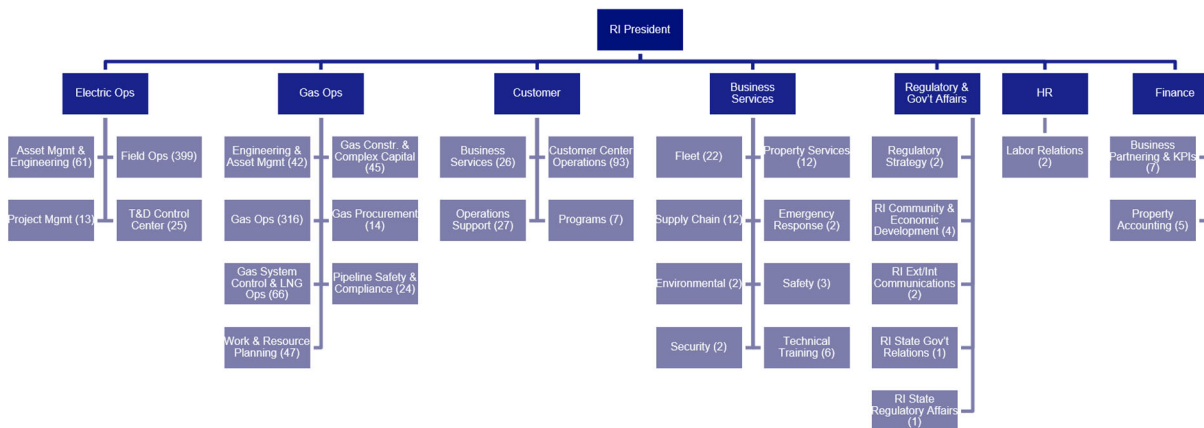
PPL developed this analysis based on its review of National Grid's current costs to operate Narragansett and meetings with National Grid subject matter experts. PPL's intended operating model for Narragansett provided the basis from which PPL developed its anticipated costs to operate Narragansett. Input from PPL's integration planning teams, finance and business planning teams and other subject matter experts was provided based on the best information available at this time to derive an estimate of anticipated costs to operate. Based on the operating model differences between National Grid and PPL, the functional cost differences observed are both explainable and reasonable. PPL believes the implementation of a dedicated organization to serve the customers of Rhode Island with a renewed focus on local control and management, and safe, reliable operations will not increase costs to operate Narragansett.

Appendix 1. National Grid RI Narragansett Total Cost Structure, FY2021	
Pass-Through Costs	
Commodity	\$523.7M
DSM	\$115.7M
GET Expenses	\$54.7M
Wheeling	\$221.3M
Less Trans. Credit from Associate	(\$159.9M)
Total Pass-Through Costs	\$755.5M
Managed Costs	
Total Direct Opex	\$113.6M
Total Indirect Opex	\$86.9M
Total Employee Benefits	\$55.4M
Allocated Depreciation	\$29.6M
Total Managed Costs	\$285.5M
Depreciation & Amortization	\$134.2M
Total Operating Taxes	\$78.8M
Storm	\$34.9M
Bad Debt	\$33.1M
Other	\$13.4M
Total Narragansett Costs	\$1,335.4M
Other includes Capital Related O&M, Electric Vehicles, Environmental, Other Non-Controllable Costs, and Regulatory Assessments.	

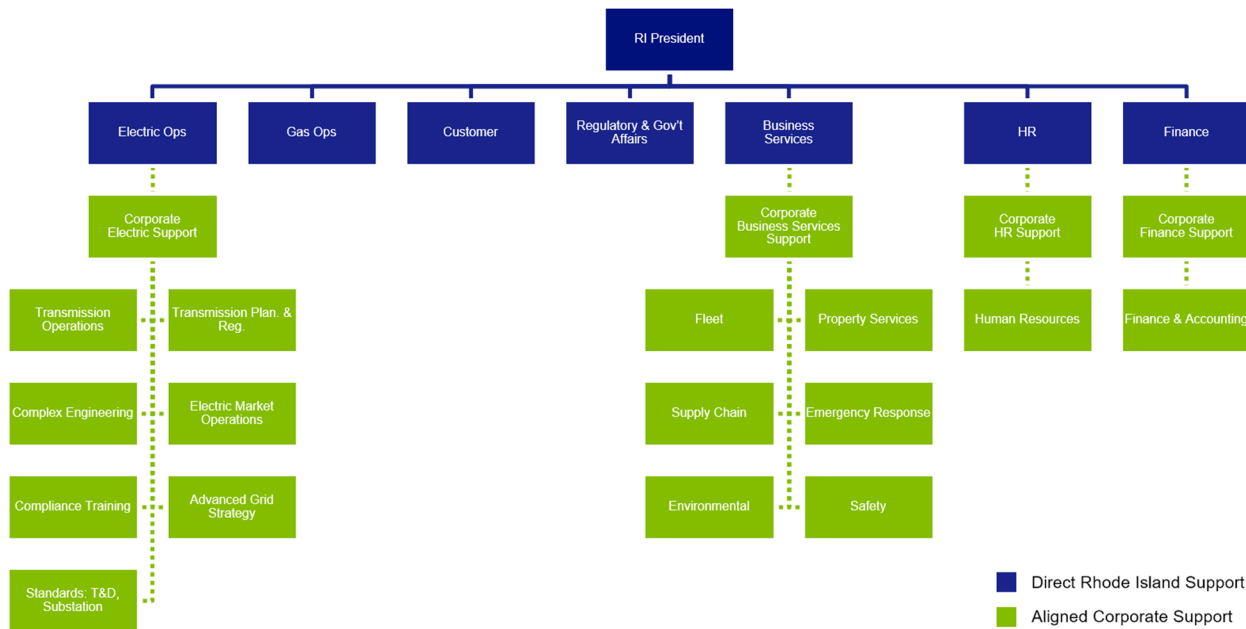
Appendix 2a. National Grid RI Narragansett Total Cost Structure - Reconciliation to Published Financial Statements, FY2021			
	Analysis Model	Adjustments	2021 Audited Income Statement
Operating Revenues	\$1,547.2M	\$0.6M	\$1,547.8M
Operating Expenses			
Purchased electricity	(\$361.2M)	\$0.5M	(\$360.7M)
Purchased gas	(\$162.5M)		(\$162.5M)
Operations and maintenance	(\$598.7M)	\$78.1M	(\$520.5M)
Depreciation	(\$134.2M)	\$0.5M	(\$133.8M)
Other taxes	(\$78.8M)	(\$63.6M)	(\$142.4M)
Total Operating Expenses	(\$1,335.4M)	\$15.5M	(\$1,319.9M)
Operating Income	\$211.8M	\$16.1M	\$227.9M
Other income and (deductions)	(\$47.0M)	(\$16.1M)	(\$63.1M)
Income before Income Taxes	\$164.8M		\$164.8M
Income Taxes	(\$29.8M)		(\$29.8M)
Net Income	\$135.0M		\$135.0M

Appendix 2b. National Grid RI Narragansett Total Cost Structure - Reconciliation to Published Financial Statements Detail, FY2021	
Revenue Adjustments	
Other Misc	(\$1.0M)
Oth Exp-Sup & Admin-IC Billed Out	\$0.6M
ISR Deferral-Equity-Elec	\$0.2M
ISR Deferral-Equity-Gas	\$0.8M
Total	\$0.6M
Purchased Electricity Adjustments	
Electric Commodity moved to O&M	\$0.5M
Total	\$0.5M
O&M Adjustments	
Electric Commodity moved to O&M	(\$0.5M)
Other employee benefit moved to Other Taxes	\$8.9M
GET moved to Other Taxes	\$54.7M
Other Misc	\$1.0M
Oth Exp-Sup & Admin-B/sheet Settlement	(\$0.6M)
Amortization-Regulatory Debits	(\$0.4M)
Below the line Adjustments	\$15.1M
Total	\$78.1M
Depreciation Adjustments	
Misc non Operating income	\$0.0M
Amort Reg Debits	\$0.4M
Total	\$0.5M
Other Taxes Adjustments	
GET moved from Controllable Cost	(\$54.7M)
Other employee benefit moved from Controllable Cost	(\$8.9M)
Total	(\$63.6M)
Other Income**	
Below the Line Adjustments**	(\$15.1M)
ISR Deferral-Equity-Elec	(\$0.2M)
ISR Deferral-Equity-Gas	(\$0.8M)
Misc non Operating income	(\$0.0M)
Total	(\$16.1M)
** Primarily the non-service cost portion of the pension/OPEB expense, donations, penalties, and other income/deductions that fall outside of ratemaking	

Appendix 3: PPL Rhode Island Direct Organizational Structure



Appendix 4: PPL Rhode Island Aligned Corporate Functional Support



PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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Issued on June 11, 2021

Division 2-1

Request:

National Grid shares services across three states (Rhode Island, New York and Massachusetts). Please describe how PPL proposes to provide similar economies of scale once it takes ownership of Narragansett. Please provide any related studies or plans prepared by PPL that address the provision of shared service.

Response:

PPL electric and gas operations span Pennsylvania and Kentucky and include transmission and distribution operations in Pennsylvania serving more than 1.4 million customers, and transmission and distribution operations in Kentucky serving more than 900,000 electric customers and 300,000 natural gas customers. PPL's current operating model allows it to leverage the knowledge and industry experience that has provided its customers with industry recognized reliability performance and customer satisfaction.

With respect to Narragansett electric operations, PPL intends to leverage the experience and knowledge in its Pennsylvania operations to optimize the Narragansett electric operations by bringing industry leading reliability and customer satisfaction performance in structuring the Narragansett organization, including support services. Narragansett will be organized to ensure the functions required for day-to-day electric system, customer response and services while leveraging existing support services to manage transmission operations, large project designs, project development, centralized standards, substation protection philosophy and settings, vegetation management strategy and long-term smart grid strategy.

PPL Electric Utilities Corporation's ("PPL Electric") electric system has been top decile in reliability performance in the industry over the last 7 years. In reviewing the Rhode Island electric system reliability performance, 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.

PPL and PPL RI refer to their responses and the responses of National Grid USA and The Narragansett Electric Company to data requests Division 1-28 and Division 1-29, and the attachments to those responses, for information on the current view of target state operations for Narragansett, highlighting functions that will reside in Rhode Island and functions that will be provided as shared services.

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PPL anticipates that corporate and operational support functions such as human resources, finance and accounting, supply chain, information technology, health and safety and security will be managed out of existing services organizations, with local Rhode Island presence as required. PPL believes the resulting shared service model provides economies of scale similar to current National Grid operations.

While PPL is focused on leveraging existing organizations and capabilities to support Narragansett where feasible and reasonable, it also recognizes the need to have local, dedicated organizations in Rhode Island that have a focus on safety, reliability, and quality customer experience. As such, the proposed target state includes local electric distribution control, gas control, customer call center, and dispatch operations.

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Division 2-38

Request:

Referring to Mr. Dudkin's testimony (at 22:17-20), will PPL also commit that it will not seek an increase in base distribution rates to pay for other transaction costs related to the Transaction such as advisory costs and investment banking fees?

Response:

As set forth in PPL's response to Data Request 2-39, PPL will treat transaction costs related to the Transaction such as advisory costs and investment banking fees consistent with FERC's Policy Statement issued on May 19, 2016 ("Policy Statement").

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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Division 2-39

Request:

Mr. Sorgi states (at 9:12-13) that PPL will not seek to recover any acquisition premium or transition cost in customer rates. Please:

- a. Define "transaction costs" and explain the extent to which the above pledge applies to costs associated with transitioning Narragansett's ownership, operations, administration and management from National Grid to PPL;
- b. Provide a detailed explanation of how these costs will be tracked and reported to assure they are not recovered in rates; and
- c. Confirm that PPL does not intend to recover from ratepayers the transition costs associated with transitioning the ownership, operations and all procedures and active docket processes from National Grid to PPL.

Response:

a. According to FERC's Policy Statement issued on May 19, 2016 ("Policy Statement"), "transaction costs" include, but are not limited to, the following costs incurred to explore, agree to, and consummate a transaction:

- the costs of securing an appraisal, formal written evaluation, or fairness opinions related to the transaction;
- the costs of structuring the transaction, negotiating the structure of the transaction, and obtaining tax advice on the structure of the transaction;
- the costs of preparing and reviewing the documents effectuating the transaction (e.g., the costs to transfer legal title of an asset, building permits, valuation fees, the merger agreement or purchase agreement and any related financing documents);
- the internal labor costs of employees and the costs of external, third-party, consultants and advisors to evaluate potential merger transactions, and once a merger candidate has been identified, to negotiate merger terms, to execute financing and legal contracts, and to secure regulatory approvals;
- the costs of obtaining shareholder approval (e.g., the costs of proxy solicitation and special meetings of shareholders);
- professional service fees incurred in the transaction (e.g., fees for accountants, surveyors, engineers, and legal consultants); and

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- installation, integration, testing, and set up costs related to ensuring the operability of facilities subject to the transaction.

The Policy Statement also describes “transition costs” as a second category of costs related to mergers, which are incurred after the transaction is consummated, often over a period of years. The Policy Statement indicates that “these costs include both the internal costs of employees spending time working on transition issues, and external costs paid to consultants and advisers to reorganize and consolidate functions of the merging entities to achieve merger synergies. These costs may also include both capital items (e.g., a new computer system or software, or costs incurred to carry out mitigation commitments accepted by the Commission in approving the transaction to address competition issues, such as the cost of constructing new transmission lines) and expense items (e.g., costs to eliminate redundancies, combine departments, or maximize contracting efficiencies). The Commission proposed that such transition costs incurred to integrate the operations of merging companies include, but are not limited to, the following:

- engineering studies needed both prior to and after closing the merger;
- severance payments;
- operational integration costs;
- accounting and operating systems integration costs;
- costs to terminate any duplicative leases, contracts, and operations; and
- financing costs to refinance existing obligations in order to achieve operational and financial synergies.

The Commission stated that this list of transition costs is not exhaustive, and may include other categories of costs incurred or paid in connection with the integration of two utilities after a merger. Thus, the Commission proposed to consider transition costs as transaction-related costs that should be subject to hold harmless commitments on a case-by-case basis and that such transaction-related costs should be covered under hold harmless protection, although noting that applicants will have an opportunity to show why certain of those costs should not be considered transaction-related costs under their hold harmless commitment based on their particular circumstances. Also, the Commission proposed to consider, on a case-by-case basis, whether other costs not discussed herein should be subject to hold harmless commitments.”

As it relates to this question on transaction costs, PPL can confirm that it will not be seeking recovery of any transaction related costs. Additionally, PPL and PPL RI refer to their response to data request Division 1-33.

b. PPL has set-up separate project codes that are tracking internal labor time spent on the transaction as well as project codes that are tracking external third-party invoices for project costs that it is incurring. Additionally, these project codes are being tracked above The Narragansett

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Electric Company entity to assure that they will not be captured in rates. Through time reporting approval and invoice approval, these costs are being reviewed on a continual basis.

c. PPL and PPL RI will evaluate on a case-by-case basis whether they will seek to recover transition costs associated with transitioning the ownership, operations and all procedures and active docketed processes from National Grid, consistent with the guidance of the Policy Statement.

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Division 3-5

Request:

Please document the experience and expertise of PPL and its employees in the operation of LNG facilities.

Response:

PPL and its affiliated entities do not have organizational experience in the operation of LNG facilities. Notwithstanding the foregoing, the Director, Gas Asset Integrity Management & Compliance at LG&E is a former employee of a National Grid affiliate who has experience at the Holtsville liquefied natural gas plant located in Holtsville, New York. The sixteen-acre facility is a permanent LNG facility with both liquefaction and vaporization capabilities. At the time the Director worked there, the facility had a liquefaction capacity of 3 million cubic feet of gas per day, a tank storage capacity of 175,000 barrels (7,350,000 gallons) liquid equivalent to 600 million cubic feet of natural gas, and a vaporization capacity of 100 million cubic feet per day. Plant activities included maintenance and capital construction projects for compressor upgrades, valve inspection and replacements, and liquefaction (cold box) projects and repairs. That employee specialized in welding operations for plant maintenance and operations while working at the Holtsville facility.

Additionally, the LNG workstream currently is planned to convey to PPL RI's control on Day 1 and the Narragansett employees responsible for performing LNG operations will continue to perform those functions. Specifically, the supervisors and operators currently working at the Narragansett LNG plants will transfer to PPL at time of closing. As such, PPL RI will immediately have the personnel with substantial experience operating the Narragansett LNG facilities.

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Division 3-6

Request:

Please document the experience and expertise of PPL and its employees in the design and construction of LNG facilities.

Response:

PPL does not currently have employees with experience in the design and construction of LNG facilities. However, the LNG workstream currently is planned to convey to PPL RI's control on Day 1, and the Narragansett employees responsible for performing LNG operations, including design and construction as needed, will continue to perform those functions. As such, PPL RI will immediately have the personnel with experience in the design and construction of LNG facilities.

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Division 3-8

Request:

Please identify who will oversee natural gas purchasing for Narragansett Electric Company after the close of the transaction and document their experience in New England natural gas markets.

Response:

Gas procurement services will be provided under the Transition Service Agreement ("TSA") with National Grid and/or its affiliates for approximately two years, during which time National Grid will be involved in the natural gas purchasing activities. National Grid's Energy Procurement group has substantial experience in that it has been purchasing gas on behalf of Narragansett since 2008 and has even longer-term experience transacting on behalf of National Grid's Massachusetts gas customers. Further, PPL will work closely with National Grid during the TSA period to build its experience during that time to complement the substantial experience PPL personnel already have with natural gas purchasing for LG&E.

After the TSA period, PPL and PPL RI will ensure that gas procurement services for Narragansett will be provided in a manner consistent with the provision of such services prior to completion of the Transaction.

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Division 3-11

Request:

Referencing Mr. Bellar's testimony at page 3, line 12, Mr. Bellar refers to PPL's capabilities in the operation of gas distribution utilities. Please identify each gas distribution utility other than LG&E that PPL has operated, and identify the time frame over which PPL has operated each identified utility.

Response:

Counsel for PPL and PPL RI, National Grid USA ("National Grid"), The Narragansett Electric Company ("Narragansett"), and The Rhode Island Division of Public Utilities and Carriers Advocacy Section (the "Division Advocacy Section") met and conferred regarding the breadth and scope of certain data requests. After that meet and confer, the Division Advocacy Section sent a letter, dated June 22, 2021, advising that PPL, PPL RI, National Grid, and Narragansett can "use sound judgment and the rule of reason in crafting responses and providing responsive documents." The Division Advocacy Section also advised in the June 22, 2021 letter PPL, PPL Rhode Island, National Grid, and Narragansett to "consider the Advocacy Section's goal of protecting ratepayers when determining scope and relevancy." Based on the scope and breadth of this request, PPL and PPL RI have applied the rule of reason and used sound judgment in limiting the breadth and scope of their response to this request, and have considered the Division Advocacy Section's goal of protecting ratepayers in determining which documents it will produce. Accordingly, PPL and PPL RI have limited their response to a 30-year time period.

On August 21, 1998, PP&L Resources, Inc. (now known as PPL Corporation) acquired Penn Fuel Gas, Inc., which owned two gas utilities, PFG Gas, Inc. and North Penn Gas Company.

On February 14, 2000, the name of the utility holding company for the two gas utilities changed from Penn Fuel Gas, Inc. to PPL Gas Utilities Corporation.

Effective December 31, 2004, the two gas utilities, PFG, Inc. and North Penn Gas Company, merged up and into PPL Gas Utilities Corporation.

On October 1, 2008, PPL Corporation sold PPL Gas Utilities Corporation to UGI Utilities, Inc.

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Division 3-16

Request:

Referencing Mr. Bellar's testimony at page 6, lines 3-4, please provide:

- a. A copy of the referenced J.D. Power business customer satisfaction survey;
- b. A copy of the most recent J.D. Power residential customer satisfaction survey for Midwest gas utilities and indicate LG&E's ranking in that survey;
- c. LG&E's national ranking in the 2019 J.D. Power business customer satisfaction survey; and
- d. LG&E's national ranking in the most recent national J.D. Power residential customer satisfaction survey.

Response:

- a. Please see Attachment PPL-DIV 3-16-1 – 2019 Gas Business Study Questionnaire (CONFIDENTIAL) and Attachment PPL-DIV 3-16-2 – 2020 Gas Business Study Questionnaire (CONFIDENTIAL).
- b. Please see Attachment PPL-DIV 3-16-3 – 2020 Gas Residential Study Questionnaire (CONFIDENTIAL).

Below please find LG&E's 2020 overall rank in the study (national) as well as in the Midwest Midsize segment in which it participates:

- LG&E's 2020 overall study rank (national): 56 of 83
- LG&E's 2020 Midwest Midsize rank: 7 of 11

- c. Below please find LG&E's 2019 overall rank in the study (national) as well as in the Midwest Midsize segment in which it participates:
 - LG&E's 2019 overall study rank (national): 9 of 50
 - LG&E's 2019 Midwest Midsize rank: 1 of 19
- d. Please see the response to subpart (b), above.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to the Division's Third Set of Data Requests

Issued on July 6, 2021

Attachments PPL-DIV 3-16-1 to 3-16-3

Confidential Attachments PPL-DIV 3-16-1 to 3-16-3 contain confidential commercial or financial information. PPL and PPL RI have requested protective treatment of these confidential attachments in their entirety.

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Division 3-18

Request:

With respect to Narragansett's existing billing systems: Please:

- a. Identify any and all anticipated modifications that will be made to Narragansett's existing billing system for gas service prior to the completion of PPL's first three years of operations; and
- b. Provide an estimate of the anticipated cost of each modification.

Response:

- a. PPL and PPL RI are in the process of evaluating what system modifications will be needed to transfer existing gas billing functions from National Grid to PPL RI. This evaluation has identified the following areas which will need to be addressed in the transition: 1) tariffs and billing, 2) customer service (including, but not limited to, call center, interactive voice recognition systems, and field services), 3) collections (including, but not limited to, assistance programs and payment agreements), 4) backend interfaces (e.g. Experian and supplier interfaces), and 5) financial reporting. The gas billing function will be handled by National Grid under the Transition Services Agreement until such time as PPL RI is ready to take over billing functions. PPL and PPL RI anticipate the transition period to take over billing functions to take between 18 and 24 months.

As part of this evaluation, PPL and PPL RI are determining how to effectively integrate the various functions into PPL's existing systems to serve Narragansett. The integration of billing functions will need to accommodate operating in multiple jurisdictions and multiple service functions. There is also cross-functional foundational systems work that will need to be completed that will serve both the gas and electric services. PPL and PPL RI will supplement this response when additional information is available regarding the billing functions.

- b. Estimates for the costs to transfer the gas billing function from National Grid to PPL and PPL RI have not yet been prepared. PPL and PPL RI will update this response once these estimates are developed.

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Division 3-21

Request:

Referencing Mr. Bellar's testimony at page 11, line 19, through page 12, line 2, please:

- a. Provide the data, analyses, workpapers, studies and other documents upon which Mr. Bellar relies to assert that "PPL has a track record of making ... capital investments in gas infrastructure to improve safety and reliability while maintaining lower-than-average rates," and
- b. Explain how the references to "lower-than-average rates" will be relevant to Rhode Island and identify the measure of average rates that will be used to assess the Company's performance.

Response:

- a. LG&E has an annual 5-year Business Planning process including capital planning, which is reviewed and approved through various management levels, including Mr. Bellar. The capital plan has general categories of projects, including Maintaining and Enhancing the Network. These general categories include projects for gas distribution, gas transmission, regulation facilities, compressor stations, and storage fields. The projects typically replace existing infrastructure or install new infrastructure to improve system safety and reliability, enhance the system's ability to serve new/expanded gas load, compliance, and infrastructure relocation.

The Gas Operations Business/Operating Plans used for the three previous LG&E rate cases filed in 2016, 2018 and 2020 are attached as:

Attachment PPL-DIV 3-21-1 Gas Distribution Operations 2017 Business Plan – September 2016

Attachment PPL-DIV 3-21-2 Gas Distribution 2019 Operating Plan – September 2018;
and

Attachment PPL-DIV 3-21-3 Gas Operations 2021 Operating Plan – September 2020).

These plans describe funding projects for the safety and reliability of the system. Capital in the category of Maintaining and Enhancing the Network is included in the 2018 and 2020 plans.

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Although significant capital investments in gas infrastructure have been made, LG&E has been able to sustain rates comparable to neighboring utilities. The table below compares LG&E's gas residential bill components, based on usage of 10 MCF, to that of other local distribution companies in Kentucky.

KY Gas Utility Residential Rate Comparison					
	Atmos Energy Corporation	Columbia Gas of Kentucky, Inc.	Delta Natural Gas Company	Duke Energy Kentucky	Louisville Gas and Electric Company
	CN 2021-00214 (1)	CN 2021-00183 (1)	CN 2021-00185 (1)	CN 2021-00190 (1)	Current Rates (2)
Base Rate	\$63.21	\$72.19	\$86.10	\$81.81	\$70.66
GSC	\$45.42	\$44.13	\$55.53	\$31.89	\$35.02
DSM					\$0.20
GLT					\$1.03
Economic Relief Surcredit					(\$0.62)
Total Bill	\$108.63	\$116.32	\$141.63	\$113.70	\$106.29
<i>**Based on 10 MCF usage</i>					
<i>(1) Based on data from Schedule N filed in the company's pending recent rate case application</i>					
<i>(2) Based on base rates approved in the KPSC's June 30, 2021 Order for CN 2020-00350 and current approved rates for GSC and DSM.</i>					

- b. The reference in Mr. Bellar's testimony to "lower-than-average rates" is based on Kentucky and is not specifically relevant to Rhode Island. PPL and PPL RI have not yet identified the measure of average rates they will use to assess performance in Rhode Island.

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Division 3-22

Request:

Referencing Mr. Bellar's testimony at page 12, lines 11-15, please identify each commitment PPL offers with respect to strengthening Narragansett's gas distribution service in Rhode Island."

Response:

At this time PPL is still evaluating any and all potential commitments to strengthen Narragansett's gas distribution service while meeting or exceeding service quality metrics and improving pipeline safety through the replacement of leak prone pipe.

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Division 3-23

Request:

Referencing Mr. Bellar's testimony at page 12, lines 18-20, please:

- a. Provide the data, analyses, workpapers, studies and other documents upon which Witness Bellar relies to support his assertion regarding PPL's "proven track record of managing its procurement and of gas to keep commodity prices down while also controlling operation and maintenance costs";
- b. Explain in detail how PPL's gas procurement experience for LG&E translates to New England gas markets; and
- c. Identify the key elements of gas procurement for Narragansett's gas system in Rhode Island that will differ from PPL's gas procurement activities for LG&E.

Response:

- a. LG&E benchmarks its gas commodity cost against the other four major Local Distribution Companies ("LDC") in Kentucky. Generally, LG&E's gas commodity cost is lower than the other four LDCs. See Attachment PPL-DIV 3-23-1 Gas Cost Adjustments of LG&E as Compared to Other Kentucky LDCs.

Additionally, LG&E is subject to a Performance Based Ratemaking ("PBR") mechanism which encourages it to undertake optimization activities to out-perform benchmarks that represent the otherwise applicable least cost acquisition standard. LG&E's PBR mechanism includes benchmarks for gas commodity costs, pipeline transportation costs, and off-system sales of natural gas. LG&E has consistently achieved savings for customers under this mechanism for more than 23 years. For example, for the five most recent PBR Years, LG&E has achieved total savings of about \$ 5.4 million per year. See Attachment PPL-DIV 3-23-2 Performance Based Ratemaking Savings.¹

¹ Data for PBR Years 19, 20, 21, and 22 was filed with the Kentucky Public Service Commission ("KYPSC") on December 27, 2019, in the Matter of Electronic Application of Louisville Gas and Electric Company ("LG&E's") for Renewal and Proposed Modification of its Performance-Based Ratemaking Mechanism, Case No. 2019-00437, Testimony of J. Clay Murphy, Appendix B. Data for PBR Year 23 was filed with the KYPSC January 29, 2021, in the Matter of Louisville Gas and Electric Company's Electronic Report on the Most Current Results of its Performance-Based Ratemaking Mechanism and its Request For Modification, Case No. 2021-00028, Supplemental Testimony of J. Clay Murphy, Appendix B.

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Each of these analyses support PPL's proven track record of managing its gas procurement costs to keep commodity prices down.

For examples of LG&E's efforts to control operation and maintenance costs, see PPL's response to data request Division 3-21.

- b. LG&E's considerable gas procurement experience translates to other markets, such as the New England market. LG&E performs many of the same gas procurement functions in its efforts to purchase lowest cost gas supplies for its customers in Kentucky as National Grid and/or its affiliates perform for Narragansett. These functions include, for example, determining procurement strategies, developing plans to meet those strategies, and executing those plans. LG&E uses the ABB SENDOUT gas supply planning and optimization model to help determine supply and pipeline transportation requirements that, combined with its on-system storage deliverability, will meet customer load requirements during a design winter, as well as other weather scenarios.

LG&E purchases about 35 Bcf of natural gas annually for its customers. LG&E has access to a variety of supply regions such as onshore Louisiana, north Louisiana, south Texas, and the Marcellus (Lebanon Hub). LG&E uses a bid solicitation process to request proposals from up to 23 reliable, creditworthy suppliers, evaluates proposals based on a pre-determined evaluation methodology, and awards supply transactions to low-cost suppliers. National Grid and/or its affiliates use a similar process to purchase natural gas for Narragansett.

LG&E transports gas on two interstate pipelines, Texas Gas Transmission, LLC ("Texas Gas") and Tennessee Gas Pipeline Company, LLC ("Tennessee"). LG&E contracts for Rate FT (north-to-south) capacity and Rate NNS (south-to-north) capacity on Texas Gas, and Rate FT-A (south-to-north) capacity on Tennessee. LG&E manages gas deliveries from these pipelines across 10 city gate stations on Texas Gas and 2 city gate stations on Tennessee. LG&E works to negotiate pipeline transportation discounts and enters capacity release transactions when possible to lower interstate pipeline transportation costs. National Grid and/or its affiliates also contract for interstate pipeline service on two interstate pipelines, Tennessee Gas Pipeline Company, LLC and Algonquin Gas Transmission, LLC, as well as the necessary upstream pipelines. National Grid and/or its affiliates also enter into capacity release transactions when possible to reduce costs for customers.

LG&E's gas procurement group manages annual deliveries of about 14 Bcf from marketers on behalf of customers who participate in LG&E's two end-user gas transportation programs. Like National Grid and/or its affiliates on behalf of Narragansett, LG&E must integrate deliveries from these customers into its supply plans. During colder-than-normal

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weather conditions, LG&E issues Operational Flow Orders to marketers delivering gas on behalf of these customers and may interrupt its "interruptible" gas service customers to preserve system reliability. National Grid and/or its affiliates take similar actions on behalf of Narragansett to manage deliveries from marketers and preserve system reliability.

LG&E's gas control group operates five on-system storage fields, and three compressor stations, cycling about 12 Bcf of gas annually. LG&E's gas procurement group cycles up to 4.5 Bcf of Texas Gas Rate NNS storage. To ensure that gas is available for withdrawal from either storage option, LG&E's procurement group purchases gas during the summer for storage injection. LG&E then follows a withdrawal schedule to make sure that storage levels are adequate to meet customer loads throughout the winter season. Similarly, National Grid and/or its affiliates manage, on behalf of Narragansett, injections and withdrawals into the storage it has under contract to make sure that storage levels are adequate to meet customer loads throughout the winter season.

LG&E's gas procurement group works closely with its gas control group to determine daily supply plans. Daily pipeline purchase requirements are determined by Gas Control considering on-system storage withdrawals or injections, and deliveries to the system from marketers on behalf of gas transportation service customers. LG&E's gas procurement group then decides how much it will purchase on each pipeline, and dispatches existing contracts, makes daily purchases, or uses interstate pipeline storage flexibility to acquire gas in a least cost manner. National Grid and/or its affiliates employ a similar process to develop daily supply plans for Narragansett.

As demonstrated above, LG&E's procurement experience is similar to National Grid's procurement experience and therefore translates to the New England market.

Notwithstanding the above, PPL understands that each gas market is different and will ensure that the New England market is well understood, and differences fully appreciated as it takes responsibility for gas procurement in RI.

- c. PPL has identified the following key differences in LG&E's and Narragansett's gas procurement strategies, which arise from the location of each LDC and the supply options available to each LDC:
- Narragansett contracts for third party gas storage, while LG&E owns and operates on-system storage, and contracts for pipeline storage as a component of its Texas Gas Transmission, LLC ("Texas Gas") Rate No-Notice service. Although each company's storage strategy is somewhat different, both companies must manage the procurement of gas during the summer season (within interstate pipeline capacity and storage injection limits) to make sure that storage is full by the start of

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the winter season. Similarly, both companies must manage the withdrawal of gas over the winter season (within interstate pipeline capacity and storage withdrawal limits) to meet customer loads and storage ending inventory requirements.

- Narragansett uses financial options to hedge against gas price volatility. The Kentucky Public Service Commission does not support the use of financial hedging by local gas distribution companies in Kentucky. However, LG&E uses its on-system storage as a physical hedge against winter price volatility. LG&E purchases about 12 Bcf of natural gas in the summer to refill its on-system storage, and then delivers that gas to customers during the winter season at a price that reflects the weighted average cost of summer injections. While LG&E does not have experience with financial hedging, PPL does have experience with financial hedging as part of its electric business. PPL will leverage that experience, as well as the experience of National Grid and/or its affiliates, when it assumes control of the gas procurement for Narragansett.
- Narragansett owns and operates Liquefied Natural Gas ("LNG") facilities. It also contracts with third party LNG providers for LNG deliveries. Narragansett dispatches LNG to meet customer requirements as required during the winter season. LG&E does not own LNG facilities. However, Narragansett's LNG procurement strategy is similar to LG&E owning and operating on-system storage, contracting for pipeline storage, and withdrawing gas from storage to meet customer requirements as required during the winter season. PPL and PPL RI also refer to their responses to data requests Division 3-5, Division 3-6, and Division 3-24(a).

Summary of Gas Supply Cost Performance-Based Ratemaking Activity
For Year 19
(November 1, 2015 through October 31, 2016)

	<u>PBR-GAIF</u>	<u>PBR-TIF</u>	<u>PBR-OSSIF</u>	<u>Total</u>
<i>Nov. 2015</i>	\$151,214	\$201,466	\$0	\$352,680
<i>Dec.</i>	(\$99,348)	\$196,178	\$0	\$96,830
<i>Jan. 2016</i>	\$204,598	\$200,412	\$0	\$405,010
<i>Qtr. Subtotal</i>	\$256,464	\$598,056	\$0	\$854,520
<i>Feb.</i>	(\$33,352)	\$196,706	\$0	\$163,354
<i>Mar.</i>	\$45,628	\$202,806	\$0	\$248,434
<i>Apr.</i>	\$4,141	\$205,692	\$0	\$209,833
<i>Qtr. Subtotal</i>	\$16,417	\$605,204	\$0	\$621,621
<i>May</i>	(\$6,963)	\$218,627	\$0	\$211,664
<i>Jun.</i>	\$623,174	\$231,565	\$0	\$854,739
<i>Jul.</i>	(\$23,023)	\$233,637	\$0	\$210,614
<i>Qtr. Subtotal</i>	\$593,188	\$683,829	\$0	\$1,277,017
<i>Aug.</i>	\$170,441	\$233,967	\$0	\$404,408
<i>Sep.</i>	\$147,791	\$231,564	\$18,300	\$397,655
<i>Oct.</i>	\$63,173	\$233,863	\$0	\$297,036
<i>Qtr. Subtotal</i>	\$381,405	\$699,394	\$18,300	\$1,099,099
<i>Total</i>	\$1,247,474	\$2,586,483	\$18,300	\$3,852,257

Summary of Gas Supply Cost Performance-Based Ratemaking Activity
For Year 20
(November 1, 2016 through October 31, 2017)

	<u>PBR-GAIF</u>	<u>PBR-TIF</u>	<u>PBR-OSSIF</u>	<u>Total</u>
<i>Nov. 2016</i>	\$217,354	\$166,932	\$0	\$384,286
<i>Dec.</i>	\$786,840	\$159,432	\$0	\$946,272
<i>Jan. 2017</i>	\$340,973	\$159,432	\$0	\$500,405
<i>Qtr. Subtotal</i>	\$1,345,167	\$485,796	\$0	\$1,830,963
<i>Feb.</i>	\$100,735	\$159,432	\$0	\$260,167
<i>Mar.</i>	\$98,188	\$160,982	\$196,921	\$456,091
<i>Apr.</i>	(\$15,505)	\$159,432	\$0	\$143,927
<i>Qtr. Subtotal</i>	\$183,418	\$479,846	\$196,921	\$860,185
<i>May</i>	(\$1,383)	\$159,432	\$0	\$158,049
<i>Jun.</i>	\$125,101	\$159,432	\$0	\$284,533
<i>Jul.</i>	(\$9,815)	\$159,432	\$0	\$149,617
<i>Qtr. Subtotal</i>	\$113,903	\$478,296	\$0	\$592,199
<i>Aug.</i>	\$22,286	\$159,432	\$0	\$181,718
<i>Sep.</i>	\$44,486	\$159,432	\$0	\$203,918
<i>Oct.</i>	\$37,896	\$159,432	\$0	\$197,328
<i>Qtr. Subtotal</i>	\$104,668	\$478,296	\$0	\$582,964
<i>Total</i>	\$1,747,156	\$1,922,234	\$196,921	\$3,866,311

Summary of Gas Supply Cost Performance-Based Ratemaking Activity
For Year 21
(November 1, 2017 through October 31, 2018)

	<u>PBR-GAIF</u>	<u>PBR-TIF</u>	<u>PBR-OSSIF</u>	<u>Total</u>
<i>Nov. 2017</i>	\$419,557	\$159,432	\$0	\$578,989
<i>Dec.</i>	\$252,222	\$159,432	\$0	\$411,654
<i>Jan. 2018</i>	\$1,111,242	\$159,432	\$381,716	\$1,652,390
<i>Qtr. Subtotal</i>	\$1,783,021	\$478,296	\$381,716	\$2,643,033
<i>Feb.</i>	\$411,142	\$159,432	\$0	\$570,574
<i>Mar.</i>	\$95,290	\$159,432	\$0	\$254,722
<i>Apr.</i>	(\$6,710)	\$166,332	\$0	\$159,622
<i>Qtr. Subtotal</i>	\$499,722	\$485,196	\$0	\$984,918
<i>May</i>	\$161,223	\$159,432	\$0	\$320,655
<i>Jun.</i>	\$138,894	\$159,432	\$0	\$298,326
<i>Jul.</i>	\$182,920	\$159,432	\$0	\$342,352
<i>Qtr. Subtotal</i>	\$483,037	\$478,296	\$0	\$961,333
<i>Aug.</i>	\$331,489	\$159,432	\$0	\$490,921
<i>Sep.</i>	\$117,033	\$159,432	\$0	\$276,465
<i>Oct.</i>	\$346,478	\$159,432	\$0	\$505,910
<i>Qtr. Subtotal</i>	\$795,000	\$478,296	\$0	\$1,273,296
<i>Total</i>	\$3,560,780	\$1,920,084	\$381,716	\$5,862,580

Summary of Gas Supply Cost Performance-Based Ratemaking Activity
For Year 22
(November 1, 2018 through October 31, 2019)

	<u>PBR-GAIF</u>	<u>PBR-TIF</u>	<u>PBR-OSSIF</u>	<u>Total</u>
<i>Nov. 2018</i>	\$1,531,382	\$204,716	\$149,500	\$1,885,598
<i>Dec.</i>	\$493,237	\$204,716	\$0	\$697,953
<i>Jan. 2019</i>	\$654,858	\$204,716	\$0	\$859,574
<i>Qtr. Subtotal</i>	\$2,679,477	\$614,148	\$149,500	\$3,443,125
<i>Feb.</i>	\$191,497	\$204,716	\$0	\$396,213
<i>Mar.</i>	\$108,525	\$204,716	\$0	\$313,241
<i>Apr.</i>	\$113,903	\$204,716	\$0	\$318,619
<i>Qtr. Subtotal</i>	\$413,925	\$614,148	\$0	\$1,028,073
<i>May</i>	\$66,887	\$204,716	\$0	\$271,603
<i>Jun.</i>	\$257,385	\$204,716	\$0	\$462,101
<i>Jul.</i>	\$210,434	\$204,716	\$0	\$415,150
<i>Qtr. Subtotal</i>	\$534,706	\$614,148	\$0	\$1,148,854
<i>Aug.</i>	\$189,632	\$204,716	\$0	\$394,348
<i>Sep.</i>	\$431,676	\$204,716	\$0	\$636,392
<i>Oct.</i>	\$289,809	\$204,716	\$0	\$494,525
<i>Qtr. Subtotal</i>	\$911,117	\$614,148	\$0	\$1,525,265
<i>Total</i>	\$4,539,225	\$2,456,592	\$149,500	\$7,145,317

Summary of Gas Supply Cost Performance-Based Ratemaking Activity
For Year 23
(November 1, 2019 through October 31, 2020)

	<u>PBR-GAIF</u>	<u>PBR-TIF</u>	<u>PBR-OSSIF</u>	<u>Total</u>
<i>Nov. 2019</i>	\$244,801	\$178,784	\$0	\$423,585
<i>Dec.</i>	\$274,132	\$178,784	\$0	\$452,916
<i>Jan. 2020</i>	\$141,133	\$178,784	\$0	\$319,917
<i>Qtr. Subtotal</i>	\$660,066	\$536,352	\$0	\$1,196,418
<i>Feb.</i>	\$69,002	\$178,784	\$0	\$247,786
<i>Mar.</i>	\$93,059	\$178,784	\$0	\$271,843
<i>Apr.</i>	\$184,109	\$178,784	\$0	\$362,893
<i>Qtr. Subtotal</i>	\$346,170	\$536,352	\$0	\$882,522
<i>May</i>	\$73,674	\$200,484	\$0	\$274,158
<i>Jun.</i>	\$103,737	\$178,784	\$0	\$282,521
<i>Jul.</i>	\$505,796	\$212,884	\$0	\$718,680
<i>Qtr. Subtotal</i>	\$683,207	\$592,152	\$0	\$1,275,359
<i>Aug.</i>	\$696,653	\$178,784	\$0	\$875,437
<i>Sep.</i>	\$511,143	\$178,784	\$0	\$689,927
<i>Oct.</i>	\$933,954	\$178,784	\$0	\$1,112,738
<i>Qtr. Subtotal</i>	\$2,141,750	\$536,352	\$0	\$2,678,102
<i>Total</i>	\$3,831,193	\$2,201,208	\$0	\$6,032,401

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Division 3-24

Request:

Referencing Mr. Bellar's testimony at page 13, lines 4-16, please document PPL's prior experience with:

- a. Portable and/or permanent LNG vaporization operations;
- b. Trucked liquid LNG; and
- c. Gas peak period demand response programs.

Response:

- a. PPL and its affiliates do not have experience with portable or permanent LNG vaporization operations. LG&E does, however, employ a Director of Gas Asset Integrity Management and Compliance, who has LNG experience. Please see PPL and PPL RI's response to data request Division 3-5 for additional details regarding his experience.
- b. PPL and its affiliates do not have experience with trucked liquid LNG.
- c. PPL does not have any experience with gas peak period demand response programs. However, PPL does have experience with electric peak period demand response programs. PPL Electric Utilities Corporation has managed a dispatchable demand response program through its Pennsylvania Act 129 Energy Efficiency and Conservation Plan. Additionally, LG&E and KU manage a dispatchable demand response program for electric residential, commercial, and industrial customers as a component of their demand-side management plans approved by KPSC pursuant to KRS 278.285.

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Division 5-1

Request:

Referencing PPL's response to DIV 3-5, please:

- a. Identify the individual and provide the resume of the current LG&E Director, Gas Asset Management Integrity Management & Compliance who was formerly employed by a National Grid affiliate, including the months/years served in each position held, and responsibilities for LNG operations during his/her tenure in each position while employed by the referenced National Grid affiliate.
- b. Identify each Narragansett employee "responsible for performing LNG operations" that will continue to perform those functions after control of the LNG workstream is conveyed to PPL RI's control.
- c. For each individual identified in the response to subpart (b) of this request, provide an up to date resume showing the work and educational experience of each identified employee (including each position held, the employee's responsibilities in each position, and the months and years in each position);
- d. For each individual identified in the response to subpart (b) of this request, detail the individual's personal experience with respect to Narragansett's LNG activities associated with:
 - i. The Providence LNG Tank;
 - ii. The Cumberland LNG Tank;
 - iii. Exeter LNG Tank;
 - iv. Temporary LNG operations in Cumberland; and/or
 - v. Temporary LNG operations at Aquidneck.

Response:

- a. Please see Attachment PPL-DIV 5-1-1.
- b. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (b) of data request Division 5-1.
- c. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (c) of data request Division 5-1.

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- d. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (d) of data request Division 5-1.

Joseph R. Ryan

3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: joe.ryan@lge-ku.com

CAREER SUMMARY

A utility manager with thirty years of utility experience providing technical and operational support for a variety of applications. Energetic, congenial, and resourceful with the ability to apply academic principles to real life applications.

EDUCATION

Executive Certificate in Management

University of Notre Dame, Mendoza College of Business, South Bend, Indiana

Master of Business Administration

Adelphi University, Garden City, New York

Specialization: Corporate Finance and Investments

B.S., Mechanical Engineering

Manhattan College, Riverdale, New York

Major: B.S. Mechanical Engineering Minor: Mathematics; Specialization: Statistics

PROFESSIONAL AFFILIATIONS

American Petroleum Institute – API 1169 Certified Pipeline Inspector –
Certificate Number 82822.

American Welding Society - Certified Welding Inspector - Certificate Number 10081571.

American Gas Association

- Member, Distribution Integrity Committee, 2018-2021.
- Member, Distribution and Transmission Engineering Committee, 2000-2017.
- Chairman, Distribution and Transmission Engineering Committee, 2011-2012.
- Recipient of the AGA Bronze and Silver Awards of Merit for service to the gas industry.
- Peer Review Program – SME for peer review of Avista, Spokane, WA, 2017.

Kentucky Gas Association

- Chairman, Gas Operations and Engineering Committee, 2000-2004.
- Member, Operations and Engineering Committee - Present.

WORK EXPERIENCE

LOUISVILLE GAS & ELECTRIC COMPANY, Louisville, KY

Energy Delivery – Gas Distribution Operations

Director, Gas Asset Integrity Management & Compliance

June 2020 – Present

- Responsible for strategic direction and oversight of gas regulatory compliance and developing and implementing plans to effectively manage the integrity of natural gas transmission, distribution, and underground storage assets in the interest of public safety and reliability in compliance with state and federal regulations.
- Provides oversight and leadership for the various gas regulatory compliance programs, including operator qualification verification, and ensures that proper records are maintained for the associated activities.

Joseph R. Ryan

3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: joe.ryan@lge-ku.com

Manager, Gas Distribution Integrity & Compliance

April 2018 – June 2020

- Responsible for managing the distribution integrity management program, leakage survey program, curb valve inspection program, residential regulator performance control program, critical and priority valve inspection program, line locating and damage prevention program, public awareness program, public liaison program, atmospheric corrosion inspection program, and distribution system maximum allowable operating pressure validation program.
- Oversee root cause failure analysis, associated follow up investigations, and associated corrective action plans related to material failures and other issues which impact the gas distribution system. Ensure all programs satisfy related federal and state pipeline safety regulations and company policies.
- Compile and submit key regulatory reports associated with the gas distribution system. Represent the company in various regulatory and legal proceedings, and on industry boards, committees, and councils.

Manager, Gas Engineering and Planning

May 1999 – April 2018

- Project Engineering and Construction - Responsible for overseeing the engineering, design and contract construction for gas transmission and distribution pipelines and facilities including system reinforcements, public improvements, cast iron and bare pipeline replacements, and new major pipelines to commercial and industrial customers.
- Gas Distribution – Responsible for supporting the on-call support, emergency response and restoration field functions for the gas distribution system.
- System Planning - Responsible for overseeing gas system analysis and planning for gas assets in Gas Distribution Operations to ensure the optimal utilization of gas resources.
- Operating Policy & Standards – Responsible for development of consistent operating standards for Gas Distribution Operations and ensuring consistency of application of standards across the enterprise.
- Regulatory Affairs (2000 – 2003) – Responsible for coordinating and overseeing the filing of regulatory required reports for Gas Distribution Operations. Responsible for directing the regulatory programs governing the gas meter sampling, leak survey, stopbox and valve inspections, the drug and alcohol, and gas regulation and relief capacity programs, and annual PHMSA reporting for Gas Distribution Operations.

NATIONAL GRID (formerly the Long Island Lighting Company), Hicksville, NY

Gas System Operations - Gas Engineering Department - Gas Facilities and Projects Division, Transmission & Distribution Engineering Section.

Section Manager

1996 - May 1999

- Managed a team of multi-discipline engineers responsible for all engineering activities performed by the T&D Engineering Section.
- Responsible for the training and development of multi-discipline engineers in all aspects of the transmission and distribution of natural gas.
- Responsible for overseeing the engineering, design and construction of all gas transmission and distribution pipelines including system reinforcements, public improvements, cast iron and bare pipeline replacements,

Joseph R. Ryan

3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: joe.ryan@lge-ku.com

and new major pipelines and facilities to commercial and industrial customers.

- Performed project management activities for multi-million-dollar capital gas improvement projects, including economic analysis, budgeting, scheduling, and construction.

Gas Design and Construction - Senior Engineer

1992 - 1996

- Responsible for gas distribution construction and maintenance activities as well as system improvements and additions to the gas compression, propane storage, telemetering, liquid natural gas, metering, and regulation facilities for the gas system. LNG plant activities included maintenance and capital construction projects for compressor upgrades, valve inspection and replacements, and liquefaction (cold box) projects and repairs. Specialized in welding operations for plant maintenance and operations.

Maintenance Service Department - Power Plant Maintenance Division, Mechanical Section.

Assistant and Associate Engineer

1990-1992

- Engineered and supervised projects within the maintenance, operations and controls sections progressing from design to procurement of materials to implementation.
- Applied technical and industry codes, standards, and regulations.
- Wrote specifications and requisitions for equipment and service contracts.
- Provided technical evaluations of bid proposals.
- Planned and supervised General Electric industrial turbine overhauls.
- Served as stand-by supervisor, responsible for all activities at the power plant during off shifts.
- Performed plant heat rate analysis and equipment performance monitoring and testing.
- Assumed managerial responsibilities and effectively administered and directed the workforce.

GIBBS and COX Naval Architect and Marine Engineers, New York City, New York

Systems Engineer

1988 - 1990

ACTIVITIES

- LG&E Mentoring Program – Mentor for the 2018-2021 programs.
- Boy Scouts of America – 2005 – Present
Scoutmaster & Assistant Scoutmaster for Boy Scout Troop 8, Hurstbourne Christian Church, Louisville, Kentucky.
- Project Warm, Wayside Christian Mission, Eastern Area Community Food Ministries.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's

Responses to Division's Fifth Set of Data Requests

Issued on August 6, 2021

Division 5-4

Request:

Referencing PPL's response to DIV 3-7, please respond to DIV 3-7 in the context of Narragansett's Natural Gas Portfolio Management Plan addressed by Witness Protano in RIPUC Docket No. 5066 and the Gas Asset Management Arrangements discussed in the June 30, 2020 Gas Long-Range Resource and Requirements Plan filed by National Grid with the Rhode Island Public Utilities Commission (RIPUC).

Response:

The Natural Gas Portfolio Management Plan ("NGPMP") addressed by National Grid USA witness John M. Protano in Rhode Island Public Utilities Commission ("PUC") Docket No. 5066 is managed by the Energy Procurement organization. PPL and PPL RI understand that the goal of the NGPMP is to minimize gas costs to customers by encouraging The Narragansett Electric Company ("Narragansett") to obtain as much value as possible from the Rhode Island gas supply portfolio assets. The PUC approved the NGPMP in 2009 in Docket No. 4038 to implement changes to the management of Narragansett gas portfolio. In particular, Narragansett changed the management of the gas portfolio from an external third-party asset management agreement to a portfolio managed primarily by Narragansett and National Grid USA. In March 2016, the PUC approved changes to Narragansett's incentive calculation, effective beginning April 1, 2016,¹ to provide various financial, regulatory, and risk management benefits over the previous asset management arrangements. Currently, Narragansett uses its transportation contracts, underground storage contracts, peaking supplies, and supply contracts to first purchase gas supplies to economically and reliably serve sales customers. Narragansett then makes additional purchases and sales that generate revenue by extracting value from any assets that are not required to serve customers on any day. The mix of supply, transportation, and storage contracts creates flexibility and opportunities for optimization to create value for Narragansett's customers. As part of the NGPMP, Narragansett files quarterly and annual reports on the NGPMP to provide transparency in measuring its performance. Narragansett files the NGPMP annual report on June 1 each year, showing the results of the NGPMP for the prior April 1 to March 31 year.

After ownership of Narragansett's gas distribution system transfers to PPL RI, the NGPMP that will be included in Narragansett's Gas Cost Recovery ("GCR") filing for the 2021-22 heating season will remain in place. For the first two years after the Transaction closes, National Grid USA and PPL RI will work together under a Transition Services Agreement to manage the NGPMP. PPL and PPL RI expect that the NGPMP for the 2022-23 and 2023-24 periods will be consistent with the 2021-22 NGPMP, subject to any modifications that occur from discussions

¹ See Order No. 22418, Rhode Island Public Utilities Commission Docket No. 4038 (May 24, 2016).

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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with the Rhode Island Division of Public Utilities and Carriers ("Division") or rulings from the PUC during the GCR proceedings in those years. Thereafter, PPL and PPL RI will ensure that the NGPMP continues to be managed in a manner that creates value for Narragansett's gas customers.

National Grid is the primary gas asset manager for Narragansett. However, National Grid USA does enter into Gas Asset Management Arrangements ("AMAs") for some of Narragansett's assets. As described by National Grid USA in its June 30, 2020 Gas Long-Range Resource and Requirements Plan, an AMA allows National Grid USA the opportunity to place firm pipeline capacity into the control of a third party that is better able to manage the asset without compromising service reliability. AMAs are awarded through a Request for Proposals process to the third party that is willing to pay the highest price to manage the respective capacity. Narragansett's customers benefit from AMAs through lower overall costs. Like National Grid, PPL will continue to assess Narragansett's portfolio to determine those assets that are well positioned to be managed by a third party.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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Division 5-9

Request:

PPL's response to DIV 3-8 states that "PPL will work closely with National Grid during the TSA period to build its experience during that time to complement the substantial experience PPL personnel already have with natural gas purchasing for LG&E." Please:

- a. Identify the specific PPL personnel that will be dedicated to gaining experience in the New England gas market and provide their detailed resumes showing the work and educational experience of each individual identified. Please include in this response specific descriptions of all prior gas purchasing experience with respect to New England natural gas markets of each of the identified personnel.
- b. Indicate where the persons who will perform gas purchasing activities for PPL will be physically located after the transaction is closed.

Response:

- a. PPL and PPL RI's response to data request Division 3-8 referred to the organizational experience within the PPL organization and not the specific experience of any particular individuals. PPL and PPL RI will not have any personnel 100% dedicated to gaining experience in the New England Gas market. PPL and PPL RI will have experienced LG&E personnel supporting the gas purchasing function for Narragansett after the close of the Transaction. Those personnel include Pamela Jaynes, and a copy of her resume is provided as Attachment PPL-DIV 5-9-1. Additionally, PPL plans to hire experienced gas procurement personnel to provide gas purchasing services to Narragansett at the end of the TSA period. Please see PPL and PPL RI's response to data request Division 5-6 for a description of how resources will be identified.
- b. PPL and PPL RI plan to locate personnel who will perform gas purchasing activities for Narragansett in the New England area upon exiting the Transition Services Agreement for Gas Energy Procurement functions with National Grid.

Pamela L. Jaynes
820 West Broadway, Louisville, KY
Pam.jaynes@lge-ku.com

CAREER SUMMARY:

Gas procurement director with more than 25 years of experience working to ensure least cost, reliable natural gas service for customers by effectively leading the activities required for a successful local distribution company (LDC) gas procurement department. My current and previous roles at the Louisville Gas and Electric Company (LG&E) have required me not only to be knowledgeable – but also innovative – to ensure continued success in the face of market, technology, and regulatory changes.

WORK EXPERIENCE:

Louisville Gas & Electric Company (LG&E)

- ***Director, Gas Management Planning and Supply (June 2021 – Present)***
- ***Manager, Gas Supply (December 2002 – May 2021)***
- ***Lead Gas Supply Specialist (April 1997 – November 2002)***

LG&E is a regulated gas utility serving over 300,000 natural gas customers. I am responsible for the strategic direction, development, and oversight of LG&E's gas procurement function. My experience includes the following:

- **Developing Annual Gas Supply Plans:** Determine gas supply and interstate pipeline transportation service requirements to meet customer load and storage refill requirements. Activities include assessing market trends; reviewing demand forecasts; directing system modelling using ABB SENDOUT application; evaluating supply options; determining strategy; developing RFPs and evaluating responses; awarding contracts; negotiating contracts, documenting plans; presenting annual supply plan to upper management; and obtaining approval of longer-term transactions. LG&E's annual supply and interstate pipeline purchases exceed \$120 million.
- **Determining Daily Supply Plans:** Work with Gas Control and my supply team to determine least cost daily purchase plan with a focus on optimizing assets and achieving savings under LG&E's Performance Based Rate (PBR) Mechanism. Over the last 5 years, the average annual savings achieved under the PBR mechanism was about \$5.4 million per year.
- **Managing Customer Choice Programs:** Direct Gas Supply Specialist(s) in the administration of LG&E's gas transportation service (customer choice) programs for large gas customers who purchase gas from third-party suppliers including responding to customer requests for information, contract administration, gas scheduling and tracking, analysis, and reporting. Choice customer volumes represent about 30% of LG&E's annual gas system throughput.
- **Supporting Federal Regulatory Positions:** Monitor and evaluate proposed changes in FERC policy and interstate pipeline tariffs (Texas Gas Transmission, LLC and Tennessee Gas Pipeline Company LLC); determine impact of proposal on LG&E and its customers; work with Legal to represent the interests of LG&E and its customers through FERC interventions and participation in regulatory proceedings.

Pamela L. Jaynes
820 West Broadway, Louisville, KY
Pam.jaynes@lge-ku.com

- **Supporting State Regulatory Initiatives:** Activities include developing testimony and responding to data requests for proceedings related to LG&E's gas business. Recent proceedings include:
 - **PBR Mechanism Renewal** – Supported the extension of LG&E's PBR Mechanism in Case Nos. 2019-00437 and 2021-00028.
 - **Rate Case Tariff Modifications** – Served as Tariff Review Committee representative for Gas Business (Case 2020-00350 and previous rate cases); worked with other members of gas leadership to determine and successfully support tariff service provision modifications.
 - **Gas Supply Clause ("GSC") Filings** - Provide actual gas costs, forecasted gas supply costs, and other information to State Regulation and Rates group for quarterly GSC filings.
- **Overseeing Compliance Program:** Ensure team compliance with FERC Shipper-Must-Have-Title Rule, Capacity Release Rules, Market Manipulation Rules, Sarbanes-Oxley Key Controls, FERC Form 552 price and volume reporting, and quarterly financial reporting.
- **Developing New Gas Services:** Perform research; design and develop new gas services (tariffs) with other gas leadership input; for example, LG&E's Local Gas Delivery Service Rate LGDS (local gas delivery service for local producers or renewable natural gas facilities).
- **Working with Renewable Natural Gas (RNG) Developers:** Provide initial point of contact for RNG developers; explain LG&E's Rate LGDS. Coordinate with RNG developer, Gas Engineering, and Gas Control to evaluate potential RNG facility interconnection sites.
- **Implementing New Technology:** Led the successful development and implementation of two IT applications (Gas Transport Website and Gas Nominating and Reporting) to support LG&E's gas transportation (customer choice) programs. Worked with IT and Gas Control to modify Gas Nominating and Reporting system to support change from "hand-bill" to "automated" customer billing process.
- **Communicating Effectively:** Enjoy mentoring and teaching others, and building strong relationships with team members, suppliers, and other areas of the company such as Gas Control, Gas Engineering, State Regulation and Rates, Legal, Key Accounts, Economic Development, Sales Analysis and Forecasting, Billing, and IT.

AMERICAN GAS ASSOCIATION (AGA) COMMITTEE MEMBERSHIPS:

Member of AGA FERC Regulatory Committee, AGA RNG Discussion Group, and AGA Hydrogen Blending Discussion Group.

EDUCATION/LEADERSHIP TRAINING:

- Bachelor of Science in Business Management - Indiana University Southeast
- PPL Power of X Women in Leadership Program
- LG&E Energy Services Professional Development Program
- LG&E Energy Delivery Leadership Program

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
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Division 5-10

Request:

PPL's response to DIV 3-8 states that this response indicates that "[a]fter the TSA period, PPL and PPL RI will ensure that gas procurement services for Narragansett will be provided in a manner consistent with the provision of such services prior to completion of the Transaction." With respect to that statement, please:

- a. Identify the criteria and/or measures of performance that PPL intends to use to demonstrate that its provision of gas procurement services after the TSA period will be "provided in a manner consistent with the provision of such services prior to completion of the Transaction."
- b. Verify that PPL does not have any expectation at this point that it can improve upon the gas procurement services that National Grid has provided for Narragansett in recent years.

Response:

- a. PPL will review supply plans and procurement activities throughout their preparation and execution to make sure they are consistent with previous supply plans, expected to meet customer requirements in a reliable and least-cost manner, comply with state and federal regulatory requirements, optimize supply assets as encouraged by the Natural Gas Portfolio Management Plan, and mitigate price volatility as required by the Gas Procurement Incentive Plan.
- b. PPL does not have access to National Grid's non-public gas procurement plans, financial hedging plans, and related strategy and procedures for providing gas procurement services to Narragansett. Some of this information is confidential and is not expected to be shared with PPL until PPL owns Narragansett. However, based on the information provided to PPL by National Grid, PPL has no reason to believe that National Grid is not performing gas procurement activities well on behalf of Narragansett. National Grid performs many of the same functions as LG&E in developing its gas supply plans. For example, National Grid starts with an annually updated load forecast that has been reviewed for reasonableness. The forecast is entered into a model to help determine the required gas supply, interstate pipeline, storages, and LNG contracts. A strategy is determined for acquiring the required contracts. A Request for Proposal (RFP) is developed and issued to credit-worthy suppliers, and transactions are awarded to low-cost suppliers. National Grid optimizes its supply assets when not required to create savings for customers. This is

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similar to LG&E's optimization of assets to create savings under its Performance Based Rate Mechanism. National Grid also enters financial hedges to mitigate the price volatility experienced by customers. Although PPL considers National Grid's current approach to gas procurement to be reasonable and appropriate, PPL strives for continuous improvement in all aspects of its operations and will evaluate the gas procurement services provided for Narragansett to determine whether any improvements are necessary or appropriate after the Transaction closes.

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PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's Seventh Set of Data Requests
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Division 7-23

Request:

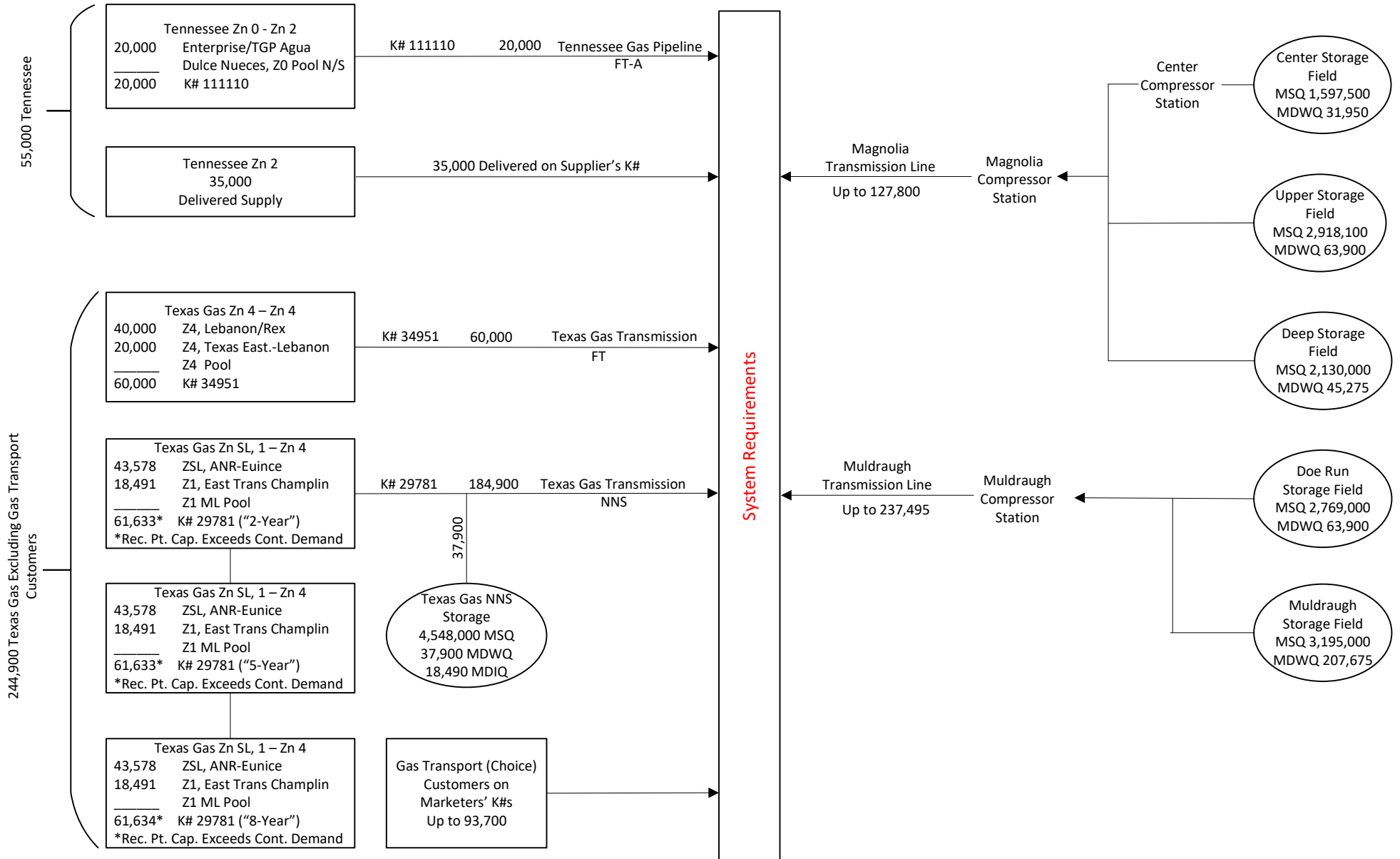
Please provide a diagram comparable to that provided in Exhibit 12 of National Grid's June 30, 2020 Gas Long-Range Resource and Requirements Plan in Docket No. 5043 for the LG&E gas system operated by PPL.

Response:

Please see Attachment PPL-DIV 7-23-1 Louisville Gas and Electric Company – Portfolio Schematic.

Louisville Gas and Electric Company – Portfolio Schematic

Peak Season Volumes (MMBtu) as of November 1, 2021



PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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Division 7-31

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:

As set forth in the testimony of Mr. Gregory N. Dudkin at page 5, PPL, like National Grid USA, is an experienced utility operator with an outstanding track record of achieving high levels of service, reliability and customer satisfaction. As further set forth in the testimony of Mr. Dudkin, PPL intends to continue to utilize best practices already established by National Grid USA.

Many of the current of National Grid employees (both directly employed by Narragansett and indirectly employed by National Grid USA Service Company, Inc. ("Service Company"), who currently deliver a high level of electric and gas distribution services in Rhode Island and have significant institutional knowledge of Rhode Island gas and electric operations, will continue to serve Narragansett's Rhode Island customers as employees under PPL RI ownership 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 on Day 1.

To the extent that any Service Company functions will not be performed by former employees of Narragansett or the Service Company on Day 1, such areas that are not transferred will gradually transition to PPL through the Transition Services Agreement ("TSA"). National Grid USA and PPL are jointly developing Knowledge Transfer agreements that will be built into the TSA schedules to help enable PPL to continue to access National Grid's subject matter experts after Day 1 to continue the ongoing knowledge transfer for the duration of the transition period. During the transition period the Service Company also will transfer 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 transfer and training that National Grid USA anticipates providing to PPL during the transition period.

These measures will ensure that Narragansett customers continue to receive the same high-level quality of service previously employed by National Grid even after the conclusion of the TSA period, and will provide PPL with a smooth transition into operating a utility in the New England and Rhode Island area. As a result of PPL's extensive and successful experience as a utility operator with an outstanding track record of achieving high levels of service, reliability and

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customer satisfaction, plus the measures being taken above to transfer existing knowledge of Narragansett's electric and gas operations, PPL maintains that its acquisition of Narragansett from National Grid USA will not diminish the quality of electric and gas distribution services customers expect in Rhode Island.

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Division 7-46

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 has not yet developed an estimate for a revenue requirement to be incorporated in the retail rates of Narragansett. PPL will evaluate on a case-by-case basis what transition costs will be included in the revenue requirement of a future rate case. PPL, however, will not seek costs related to the Transaction for negotiating the Share Purchase Agreement with National Grid USA and obtaining the necessary approvals, including the costs associated with this proceeding.

REDACTED

Division 9-13

Request:

CONFIDENTIAL REQUEST

[REDACTED]

■ [REDACTED]

■ [REDACTED]

Response:

- a. The existing National Grid control rooms reside in Northborough, Massachusetts and Hicksville Long Island, New York. PPL and PPL RI have not acquired rights to use National Grid's existing gas control rooms after the expiration of the transition period. A Transition Service Agreement has been drafted for a period of two years to provide Gas Control Center Operations to PPL and PPL RI by National Grid. During this agreement, PPL RI plans to install a primary and backup control room and associated SCADA system for the Rhode Island gas system in Rhode Island.
- b. PPL and PPL RI have not yet developed the cost estimate and schedule for completion of the "primary and backup control room and associated SCADA systems for the gas system. PPL and PPL RI expect to complete these projects as quickly as possible after the Transaction closes and will endeavor to complete them in advance of the conclusion of the transition period. PPL and PPL RI also refer to their response to data request Division 9-97.

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

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PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's Ninth Set of Data Requests
Issued on October 1, 2021

Division 9-67

Request:

PPL's response to DIV 7-29 states that "[i]t is anticipated that PPL Rhode Island will offer positions to as many as 350-400 National Grid Service Company employees." Please:

- a. provide PPL's best estimates of:
 - i. The numbers of current union employees of the National Grid Service Company that are expected to be offered positions with PPL Rhode Island;
 - ii. The numbers of current non-union employees of the National Grid Service Company that are expected to be offered positions with PPL Rhode Island; and
 - iii. The numbers of current non-union employees of the National Grid Service Company that are expected to be offered positions with PPL entities other than PPL Rhode Island; and
- b. Indicate whether PPL intends to offer any financial incentives to encourage current National Grid Service Company employees to transfer to PPL or PPL Rhode Island. If yes, please provide PPL's current best estimates for the costs of such financial incentives for:
 - i. Employees to be engaged in electric system operations;
 - ii. Employees to be engaged in gas system operations; and
 - iii. Employees to be engaged in general administrative functions.

Response:

- a. PPL estimates that:
 - i. Approximately 50 union employees of the National Grid Service Company are expected to transition to PPL RI
 - ii. Approximately 330 non-union employees of National Grid Service Company are expected to be offered positions with PPL RI

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,
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- iii. Approximately 20 non-union employees of the National Grid Service Company are expected to be offered positions with PPL entities other than PPL Rhode Island

- b. PPL and PPL RI intend to offer current National Grid Service Company employees substantially similar salaries and benefits as to what those employees are receiving today from National Grid. PPL and PPL RI do not have any plans to offer financial incentives to encourage National Grid employees to transfer over to PPL RI, and therefore there are no estimates for costs associated with the referenced financial incentives.

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Issued on October 1, 2021

Division 9-86

Request:

With reference to Attachment PPL-DIV 1-54-1, please provide all documents, including analyses, studies, and internal communications that concern or relate to the conclusions reached in Attachment PPL-DIV 1-54-1, including but not limited to the assertion (at page 18) that: "Using the methodologies described in this document, PPL's anticipated Narragansett operating costs of \$273.6M are approximately \$12M lower than National Grid's current Narragansett operating costs of \$285.5 M[.]"

Response:

PPL and PPL RI refer to Attachment PPL-DIV 9-86-1, which includes the assumptions and data sources used to develop the conclusions of Attachment PPL-DIV 1-54-1.

PPL – Narragansett Steady State Cost Model Work Papers



Key

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of figure*

A

\$285.5M

A2

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of figure*

National Grid's Narragansett Cost Structure



National Grid’s Narragansett Cost Structure - Overview

National Grid Narragansett Total Cost Structure, FY2021	
Pass-Through Costs	
Commodity	\$523.7M
DSM	\$115.7M
GET Expenses	\$54.7M
Wheeling	\$221.3M
Less Trans. Credit from Associate	(\$159.9M)
Total Pass-Through Costs	\$755.5M
Managed Costs	
Total Direct Opex	\$113.6M
Total Indirect Opex	\$86.9M
Total Employee Benefits	\$55.4M
Allocated Depreciation	\$29.6M
Total Managed Costs	\$285.5M
Depreciation & Amortization	\$134.2M
Total Operating Taxes	\$78.8M
Storm	\$34.9M
Bad Debt	\$33.1M
Other	\$13.4M
Total Narragansett Costs	\$1,335.4M
Other includes Capital Related O&M, Electric Vehicles, Environmental, Other Non-Controllable Costs, and Regulatory Assessments.	

Details
 Managed Costs (see A3) formed the basis for the cost comparison analysis.

A3
 A4
 A5
 A6
 A2
 A1

Source: National Grid, "Supermodel V5 - GAAP v20 - Monthly Actuals FY2021 (RI New Hierarchy).xlsx"



National Grid's Narragansett Cost Structure - Bridge to Financials

Data on this page as provided by National Grid.

	Analysis Model (National Grid SuperModel)	Adjustments	Published Financial Statements
Operating Revenues	\$1,547.2M	\$0.6M	\$1,547.8M
Operating Expenses			
Purchased electricity	(\$361.2M)	\$0.5M	(\$360.7M)
Purchased gas	(\$162.5M)		(\$162.5M)
Operations and maintenance	(\$598.7M)	\$78.1M	(\$520.5M)
Depreciation	(\$134.2M)	\$0.5M	(\$133.8M)
Other taxes	A (\$78.8M)	(\$63.6M)	(\$142.4M)
Total Operating Expenses	(\$1,335.4M)	\$15.5M	(\$1,319.9M)
Operating Income	\$211.8M	\$16.1M	\$227.9M
Other income and (deductions)	(\$47.0M)	(\$16.1M)	(\$63.1M)
Income before Income Taxes	\$164.8M		\$164.8M
Income Taxes	(\$29.8M)		(\$29.8M)
Net Income	\$135.0M		\$135.0M

Total costs as on prior page

Total costs as in audited financials

Revenue Adjustments	
Other Misc	(\$1.0M)
Oth Exp-Sup & Admin-IC Billed Out	\$0.6M
ISR Deferral-Equity-Elec	\$0.2M
ISR Deferral-Equity-Gas	\$0.8M
Total	\$0.6M
Purchased Electricity Adjustments	
Electric Commodity moved to O&M	\$0.5M
Total	\$0.5M
O&M Adjustments	
Electric Commodity moved to O&M	(\$0.5M)
Other employee benefit moved to Other Taxes	\$8.9M
GET moved to Other Taxes	\$54.7M
Other Misc	\$1.0M
Oth Exp-Sup & Admin-B/sheet Settlement	(\$0.6M)
Amortization-Regulatory Debits	(\$0.4M)
Below the line Adjustments	\$15.1M
Total	\$78.1M
Depreciation Adjustments	
Misc non Operating income	\$0.0M
Amort Reg Debits	\$0.4M
Total	\$0.5M
Other Taxes Adjustments	
GET moved from Controllable Cost	(\$54.7M)
Other employee benefit moved from Controllable Cost	(\$8.9M)
Total	(\$63.6M)
Other Income**	
Below the Line Adjustments**	(\$15.1M)
ISR Deferral-Equity-Elec	(\$0.2M)
ISR Deferral-Equity-Gas	(\$0.8M)
Misc non Operating income	(\$0.0M)
Total	(\$16.1M)

Detail of adjustments

Source: National Grid, "Supermodel to External FS - FY21 FINAL.xlsx"

** Primarily the non-service cost portion of the pension/OPEB expense, donations, penalties, and other income/deductions that fall outside of ratemaking

National Grid’s Narragansett Cost Structure – Managed Cost Summary

National Grid Narragansett Managed Cost Structure, FY2021	
Managed Costs	
Total Direct Opex	\$113.6M A3
Total Indirect Opex	\$86.9M A4
Total Employee Benefits	\$55.4M A5
Allocated Depreciation	\$29.6M A6
Total Managed Costs	\$285.5M A

Details

Overview. Include both “operational” and “corporate” costs, employee benefits, and allocated depreciation.

Rationale. These categories of cost are those that are manageable by management, and therefore formed the basis for comparison between National Grid and PPL.

National Grid’s Methodology. National Grid does not have a distinct “Rhode Island” organization—costs for Rhode Island are allocated via its New England and New York Jurisdictions and from its corporate services organizations.

Source: National Grid, “Supermodel V5 - GAAP v20 - Monthly Actuals FY2021 (RI New Hierarchy).xlsx”

National Grid's Narragansett Cost Structure – Direct Opex

Cost types are as-assigned
 in National Grid's data

National Grid Narragansett - Direct Opex - Costs by Function and Cost Type, FY2021									
	Base Labor	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Electric	\$20.4M	\$13.4M	\$1.5M	\$3.2M	\$0.6M	\$2.6M	\$1.7M	\$0.7M	\$44.0M
New England Electric	\$18.77M	\$2.37M	\$1.22M	\$3.19M	\$0.53M	\$2.58M	\$1.71M	\$0.69M	\$31.07M
New York Electric	\$1.58M	\$11.00M	\$0.30M	\$0.02M	\$0.04M	\$0.00M	\$0.01M	\$0.03M	\$12.97M
Gas	\$22.7M	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.4M	\$4.4M	\$0.6M	\$44.7M
New England Gas	\$19.19M	\$5.72M	\$2.51M	\$3.90M	\$0.60M	\$2.18M	\$3.95M	\$0.46M	\$38.52M
New York Gas	\$3.51M	\$1.29M	\$0.20M	\$0.15M	\$0.30M	\$0.25M	\$0.41M	\$0.09M	\$6.19M
Transformation	\$2.5M	\$0.4M	\$0.3M	\$0.0M	\$1.4M	\$0.0M	\$0.0M	\$0.0M	\$4.6M
Electric Transformation	\$1.22M	\$0.24M	\$0.12M	\$0.00M	\$0.13M	\$0.00M	\$0.00M	\$0.01M	\$1.71M
Gas Transformation	\$1.25M	\$0.12M	\$0.20M	\$0.00M	\$1.32M	\$0.00M	\$0.00M	\$0.01M	\$2.90M
Operations Support	\$1.7M	\$4.0M	\$6.8M	\$0.3M	\$0.2M	\$0.4M	\$0.3M	\$0.0M	\$13.6M
Operations Support-NE	\$1.15M	\$1.41M	-\$0.26M	\$0.32M	\$0.15M	\$0.06M	\$0.21M	\$0.01M	\$3.05M
Operations Support-NY	\$0.55M	\$2.54M	\$7.03M	\$0.00M	\$0.02M	\$0.37M	\$0.05M	\$0.01M	\$10.58M
Energy Procurement (NY)	\$1.0M	\$0.0M	\$0.0M	-	\$0.0M	\$0.0M	-	\$0.0M	\$1.1M
Safety, Health & Environment	\$0.6M	\$1.1M	\$0.1M	\$0.0M	\$0.1M	\$0.1M	-	\$0.0M	\$2.0M
Safety, Health & Environment-NE	\$0.57M	\$0.07M	\$0.04M	\$0.01M	\$0.04M	-\$0.02M	\$0.00M	\$0.01M	\$0.72M
Safety, Health & Environment-NY	\$0.07M	\$1.05M	\$0.03M	\$0.00M	\$0.02M	\$0.12M	\$0.00M	\$0.00M	\$1.29M
Regulation	\$1.5M	\$0.0M	\$0.0M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$1.5M
Regulation-NE	\$1.46M	\$0.00M	\$0.05M	\$0.00M	\$0.02M	\$0.00M	\$0.00M	\$0.01M	\$1.54M
Regulation-NY	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M
Business Planning & Perf	\$0.3M	-	\$0.0M	-	\$0.0M	\$0.0M	-	\$0.0M	\$0.3M
Business Planning & Perf-NE	\$0.19M	\$0.00M	\$0.01M	\$0.00M	\$0.04M	\$0.00M	\$0.00M	\$0.00M	\$0.24M
Business Planning & Perf-NY	\$0.06M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.07M
President	\$0.4M	\$0.9M	\$0.1M	-	\$0.1M	\$0.0M	-	\$0.0M	\$1.7M
NE President	\$0.42M	\$0.95M	\$0.14M	\$0.00M	\$0.13M	\$0.00M	\$0.00M	\$0.02M	\$1.67M
NY President	\$0.00M	\$0.00M	\$0.01M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.00M	\$0.01M
Total	\$51.0M	\$26.8M	\$11.6M	\$7.6M	\$3.4M	\$5.5M	\$6.3M	\$1.4M	\$113.6M

Direct Opex includes "operational" and directly-related functions; jurisdictional cost centers were consolidated for the purpose of the filing as indicated

Source: National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"

National Grid’s Narragansett Cost Structure – Indirect Opex

Cost types are as-assigned in National Grid’s data

National Grid Narragansett - Indirect Opex - Costs by Function and Cost Type, FY2021									
	Base Labor	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
IT	\$8.0M	\$5.7M	\$10.8M	\$0.0M	\$9.5M	\$0.0M	\$0.8M	\$0.0M	\$34.9M
Customer Operations	\$8.7M	\$5.4M	\$5.6M	\$0.0M	\$1.7M	\$0.3M	\$0.7M	\$0.1M	\$22.5M
Audit	\$0.4M	\$0.1M	\$0.0M	-	\$0.1M	\$0.0M	-	\$0.0M	\$0.6M
Corporate Cost Center	\$0.0M		\$2.2M		\$0.2M	\$0.0M	\$0.0M	\$0.3M	\$2.6M
EBS, Procurement, Transformation	\$3.4M	\$0.6M	\$0.1M	-	\$0.3M	\$0.0M	\$0.0M	\$0.0M	\$4.4M
Finance	\$5.0M	\$0.5M	\$3.3M	-	\$2.0M	\$0.0M	\$0.0M	\$0.0M	\$10.8M
Global Legal	\$2.0M	\$0.4M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M	\$3.9M
Human Resources	\$1.4M	\$0.2M	\$0.1M	\$0.0M	\$0.0M	\$0.1M	\$0.0M	\$0.0M	\$1.9M
NGV Jurisdiction	-	-	\$0.2M	-	\$0.0M	-	-	\$0.0M	\$0.2M
President US Utilities	\$0.2M	\$0.1M	\$0.3M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.7M
Strategy & External Affairs	\$2.3M	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$4.0M
Transformation Office	\$0.3M	\$0.1M	\$0.0M	-	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.5M
Total	\$32.0M	\$13.0M	\$23.6M	\$0.0M	\$15.7M	\$0.4M	\$1.5M	\$0.6M	\$86.9M

Indirect Opex includes “corporate” or “support” type functions—plus Customer Operations

Source: National Grid, “FY21 - NECO Functional Costs - with Detail Data.xlsx”

National Grid’s Narragansett Cost Structure – Employee Benefits

National Grid Narragansett Employee Benefits, FY2021	
Other Employee Benefits	\$45.1M
Pension & OPEB	\$10.3M
Total Employee Benefits	\$55.4M

A2

Details

Overview. National Grid does not list employee benefits tied to the associated labor costs, but instead groups them together as two line items.

Other Employee Benefits. Includes medical insurance, flexible spending accounts, and related benefits.

Pension & OPEB. Includes pension costs, retiree medical and life insurance, and related benefits.

Source: National Grid, "Supermodel V5 - GAAP v20 - Monthly Actuals FY2021 (RI New Hierarchy).xlsx"

National Grid’s Narragansett Cost Structure – Alloc. Depreciation

National Grid Narragansett Allocated Depreciation, FY2021	
Allocated Depreciation	\$29.6M
Total	\$29.6M

Details

Overview. National Grid lists allocated depreciation as a single line item; it relates to corporate investments that benefit Rhode Island.

Details. No specific breakdown was provided by National Grid, but the \$29.6M mostly relates to IT infrastructure, with a smaller amount of facilities investments.

Other D&A. National Grid tracks depreciation and amortization related to Narragansett transmission and distribution infrastructure separately, and is not included here.

Source: National Grid, "Supermodel V5 - GAAP v20 - Monthly Actuals FY2021 (RI New Hierarchy).xlsx"

PPL's Narragansett Cost Structure



PPL's Narragansett Cost Structure - Overview

PPL Narragansett Managed Cost Structure, Steady State	
Managed Costs	
Direct Labor	\$107.0M B1
Direct Non-Labor	\$64.2M B3
Allocations	\$83.4M B13
Allocated Depreciation	\$19.1M B15
Total Managed Costs	\$273.6M

Details

Overview. Provides a comparison point to the National Grid cost structure described in Section A but is built-up differently due to operating model differences.

Direct Labor. Includes salary and benefits for the 1,298 employees anticipated to be directly employed by Narragansett; calculated using a bottom-up labor cost model.

Direct Non-Labor. Includes non-labor costs anticipated to be directly charged to Narragansett; based on National Grid FY21, adjusted to account for operating model differences.

Allocations. Includes all cost categories (salary, benefits, and non-labor) allocated from PPL.

Allocated Depreciation. Covers depreciation for PPL corporate investments (primarily IT) that will benefit Rhode Island at steady state; does not include transition-related investments.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"



PPL's Narragansett Cost Structure – Direct Labor

Estimate		
PPL Narragansett Direct Labor, Steady State		
<i>Function</i>	<i>FTEs</i>	<i>Fully Loaded Cost, O&M</i>
Management (VP+)	2	\$1.3M
Customer	154	\$19.8M
Electric	499	\$27.2M
Finance	13	\$2.5M
Gas	554	\$45.7M
Human Resources	3	\$0.6M
Business Services	62	\$7.6M
Regulatory and Government Affairs	11	\$2.3M
Total	1,298	\$107.0M

B

B2

Approach/Rationale

Overview. Includes anticipated Narragansett Direct Labor costs for the Rhode Island organization, reporting to the Rhode Island President.

Methodology. Bottom-up build based on intended Rhode Island operating model. Uses PPL average salaries by function, PPL average benefits loading rates by function, and PPL average labor capitalization rates by function, where possible.

Approach. PPL collaborated with National Grid to ensure it understood the specific work, activities, and staffing levels required to operate Narragansett across electric, gas, customer and corporate functions. These staffing levels are based on PPL's current understanding of Rhode Island requirements and could change as PPL operates Narragansett during the transition period.

Source: PPL, "Project Orbit – Labor Cost Model.xlsx"

PPL's Narragansett Cost Structure – Direct Labor

O&M Assumption Rationale

- For all but Gas, PPL's analysis used PPL's current Pennsylvania electric functional labor capitalization rates, since PPL intends to implement its capitalization policies at steady state.
- For Gas, PPL's analysis used National Grid's labor capitalization rate, since National Grid's rate best reflected the business and infrastructure requirements of Rhode Island.

Benefit Assumption Rationale

- PPL's analysis applied a benefit loader percentage based on level: these rates include Tax & Benefit, Variable Pay, and Stock, as applicable.
- VP+ (100%)** benefits packages are dependent on individual offers and negotiation, but are generally in the range of twice salary.
- Management (63.7%)** reflects the mean of Director and Manager loading rates at PPL EU.
- Union (36.2%)** reflects the blended non-manager loading rate at PPL EU, with the 12% variable pay component adjusted down to 5% to reflect the maximum variable pay under Rhode Island labor agreements.

PPL Narragansett Direct Labor, Steady State

	O&M %	Union			Management			Total
		Avg. Salary	FTEs	Fully Loaded Labor, O&M	Avg. Salary	FTEs	Fully Loaded Labor, O&M	Fully Loaded Labor, O&M
Management (VP+)	100%	-	-	-	\$316.0K	2	\$1.3M	\$1.3M
Customer	95%	\$72.9K	84	\$7.9M	\$109.3K	70	\$11.9M	\$19.8M
Electric	37%	\$99.4K	377	\$18.9M	\$112.8K	122	\$8.3M	\$27.2M
Finance	100%	-	-	-	\$117.4K	13	\$2.5M	\$2.5M
Gas	64%	\$82.7K	385	\$27.7M	\$101.4K	169	\$18.0M	\$45.7M
Human Resources	95%	-	-	-	\$123.0K	3	\$0.6M	\$0.6M
Business Services	85%	\$87.7K	38	\$3.9M	\$112.5K	24	\$3.8M	\$7.6M
Regulatory and Government Affairs	100%	-	-	-	\$126.3K	11	\$2.3M	\$2.3M
Total			884	\$58.4M		414	\$48.6M	\$107.0M

Salary Assumption Rationale

- PPL's analysis used PPL's current average salaries by function, based on Pennsylvania for electric and Kentucky for gas.

FTE Assumption Rationale

- Union** includes dedicated employees expected to convey at close.
- Management** is based on a bottom-up org design, incorporating input from future state Rhode Island leads and National Grid management, along with PPL's business practices.

Source: PPL, "Project Orbit – Labor Cost Model.xlsx"

PPL’s Narragansett Cost Structure – Direct Non-Labor

Estimate	
PPL RI Non-Labor Cost Estimation, Steady State, Summary by Function	
Electric	\$20.8M
Gas	\$21.7M
Operations Support	\$2.1M
Other Direct Opex	\$1.0M
Customer Operations	\$12.0M
Finance	\$3.3M
Global Legal	\$1.5M
Strategy & External Affairs	B1 \$1.7M
Total	\$64.2M B4

- | Assumptions |
|---|
| <ul style="list-style-type: none"> FY21 non-labor spend will remain consistent, absent adjustments to reflect operating model differences and identified one-time costs. Maintains spend in 2021 dollars, to facilitate comparison with National Grid 2021 figures. |

Approach/Rationale
<p>Overview. Includes anticipated Narragansett Direct Non-Labor costs for the Rhode Island organization.</p> <p>Methodology. Leveraged actual FY21 non-labor spend data from National Grid, making adjustments to account for operating model differences. For instance, some functions are assumed not to exist in the future state under PPL (e.g., Transformation), while others are understood to be charged via corporate allocations (e.g., IT).</p> <p>Approach. For National Grid’s “Direct” functions (i.e., “Operations”) and Customer, assumed all non-labor costs would remain consistent unless specifically identified as requiring adjustment. For National Grid’s “Indirect” functions (i.e., “Corporate”) less Customer, assumed no non-labor costs would be direct-charged and would instead be captured via corporate allocations, unless identified as direct charge.</p>

Source: PPL, “RI Steady State Cost Model - Standalone.xlsx”; National Grid, “FY21 - NECO Functional Costs - with Detail Data.xlsx”

PPL's Narragansett Cost Structure – Direct Non-Labor

Cost Centers Removed, and Rationale

- **Transformation.** PPL does not intend to operate a dedicated Transformation function; any corresponding costs will be captured via corporate allocations.
- **IT.** PPL has developed an initial IT cost estimate, inclusive of labor and non-labor, which will be allocated from PPL. Thus this analysis excluded National Grid's non-labor IT costs.
- **EBS, Procurement & Transformation, Human Resources, NGV Jurisdiction, Corporate Cost Center, President US Utilities.** All of these Indirect activities were presumed to be captured via corporate allocations, and no reason to capture their non-labor costs was identified.

Bold Items Entirely Removed

	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total	
Electric	\$12.8M	\$1.2M	\$3.2M	\$0.3M	\$1.8M	\$1.1M	\$0.5M	\$20.8M	B5
Gas	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.3M	\$4.1M	\$0.6M	\$21.7M	B6
Customer Operations	\$5.3M	\$4.4M	\$0.0M	\$1.2M	\$0.3M	\$0.6M	\$0.1M	\$12.0M	B7
Operations Support	\$1.4M	\$0.2M	\$0.1M	\$0.1M	\$0.0M	\$0.2M	\$0.0M	\$2.1M	B8
Other Direct Opex	\$0.4M	\$0.3M	\$0.0M	\$0.3M		\$0.0M	\$0.0M	\$1.0M	B9
Finance	\$0.3M	\$2.8M	-	\$0.3M	\$0.0M	\$0.0M	\$0.0M	\$3.3M	B10
Global Legal	\$0.1M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M	\$1.5M	B11
Strategy & External Affairs	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$1.7M	B12
Total	\$27.7M	\$12.3M	\$7.2M	\$5.1M	\$4.3M	\$6.0M	\$1.4M	\$64.2M	

	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total	
Electric	\$0.6M	\$0.3M	\$0.1M	\$0.3M	\$0.8M	\$0.7M	\$0.2M	\$2.8M	B5
Gas		\$0.0M	\$0.0M	-	\$0.1M	\$0.2M	\$0.0M	\$0.3M	B6
Customer Operations	\$1.1M	\$1.2M	-	\$0.4M	\$0.0M	\$0.0M	\$0.0M	\$2.7M	B7
Transformation	\$0.4M	\$0.3M	\$0.0M	\$1.4M	\$0.0M	\$0.0M	\$0.0M	\$2.2M	
Operations Support	\$2.5M	\$6.5M	\$0.2M	\$0.0M	\$0.4M	\$0.1M	\$0.0M	\$9.8M	B8
Other Direct Opex	\$1.7M	\$0.0M		\$0.0M	\$0.1M		\$0.0M	\$1.9M	B9
IT	\$5.7M	\$10.8M	\$0.0M	\$9.5M	\$0.0M	\$0.8M	\$0.0M	\$26.8M	
Finance	\$0.2M	\$0.6M	-	\$1.8M	\$0.0M	\$0.0M	\$0.0M	\$2.7M	B10
Corporate Cost Center		\$2.2M		\$0.2M	\$0.0M	\$0.0M	\$0.3M	\$2.6M	
Legal	\$0.3M		-		-	-	\$0.0M	\$0.3M	B11
Other Indirect Opex	\$0.9M	\$0.7M	\$0.0M	\$0.4M	\$0.1M	\$0.0M	\$0.1M	\$2.2M	
Total	\$13.4M	\$22.6M	\$0.3M	\$14.1M	\$1.5M	\$1.7M	\$0.7M	\$54.4M	

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"

Note: The cost type subtotals for Electric have been updated to adjust for a computational error discovered after filing. This change does not impact the total costs or the conclusions of the analysis.

PPL's Narragansett Cost Structure – Direct Non-Labor – Electric

Items Removed

Electric	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$13.4M	\$1.5M	\$3.2M	\$0.6M	\$2.6M	\$1.7M	\$0.7M	\$23.7M
Digital Subs & Grid Mod Execution-NE	(\$0.5M)	(\$0.1M)	(\$0.0M)	(\$0.3M)	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.9M)
Tx Planning & Asset Mgmt-NE	(\$0.0M)	(\$0.1M)	-	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.1M)
Substation Eng & Design-NE	(\$0.0M)	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.0M)
5360T-Control Center-NE - TRAN NE	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.1M)	(\$0.1M)
TCC-New England	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)
COVID-Related Spend	(\$0.1M)	(\$0.1M)	(\$0.0M)	(\$0.0M)	(\$0.8M)	(\$0.7M)	(\$0.1M)	(\$1.7M)
Total PPL Steady State Estimated	\$12.8M	\$1.2M	\$3.2M	\$0.3M	\$1.8M	\$1.1M	\$0.5M	\$20.8M

Line Items Removed, and Rationale

- **Digital Subs & Grid Mod.** PPL does not intend to continue National Grid's grid modernization plan, and any future plan will be submitted and approved through the standard regulatory process.
- **Transmission Planning & Asset Mgmt; Substation Engineering & Design, Transmission Control Center.** These services will be performed centrally with costs captured via corporate allocations.
- **COVID-Related.** COVID-related costs are presumed to be extraordinary and one-time.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"
 Note: The totals for each cost type updated to adjust for a computational error discovered after filing. This change does not impact the total costs for Electric or the conclusions of the analysis.

PPL's Narragansett Cost Structure – Direct Non-Labor – Gas

Gas	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.4M	\$4.4M	\$0.6M	\$22.0M
<i>Items Removed</i> COVID-Related Spend	\$0.0M	(\$0.0M)	(\$0.0M)	-	(\$0.1M)	(\$0.2M)	(\$0.0M)	(\$0.3M)
Total PPL Steady State Estimated	\$7.0M	\$2.7M	\$4.0M	\$0.9M	\$2.3M	\$4.1M	\$0.6M	\$21.7M

Line Items Removed, and Rationale

- **COVID-Related.** COVID-related costs are presumed to be extraordinary and one-time.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"

PPL's Narragansett Cost Structure – Direct Non-Labor – Customer

Items Removed/
Added

Customer Operations	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$5.4M	\$5.6M	\$0.0M	\$1.7M	\$0.3M	\$0.7M	\$0.1M	\$13.8M
Payment Processing	(\$0.4M)	(\$0.3M)	-	-	(\$0.0M)	(\$0.0M)	\$0.0M	(\$0.7M)
Customer & Market Intelligence	(\$0.2M)	(\$0.0M)	-	\$0.0M	(\$0.0M)	-	\$0.0M	(\$0.3M)
Digital Delivery	(\$0.0M)	(\$0.1M)	-	-	-	-	(\$0.0M)	(\$0.2M)
Customer Energy Management-NE	(\$0.0M)	(\$0.0M)	-	-	(\$0.0M)	-	(\$0.0M)	(\$0.0M)
Customer Transformation	(\$0.1M)	(\$0.1M)	-	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.3M)
Customer Solutions VP	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)	-	-	(\$0.1M)
AMI & CIS	(\$0.0M)	(\$0.0M)	-	(\$0.1M)	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.1M)
COVID-Related Spend	(\$0.2M)	(\$0.6M)	-	(\$0.3M)	(\$0.0M)	-	(\$0.0M)	(\$1.1M)
<i>plus</i> Additional Anticipated Call Center Contractor Spend	\$1.0M							\$1.0M
Total PPL Steady State Estimated	\$5.3M	\$4.4M	\$0.0M	\$1.2M	\$0.3M	\$0.6M	\$0.1M	\$12.0M

Line Items Removed, and Rationale

- **Payment Processing, Customer & Market Intelligence, Digital Delivery, Customer Energy Management, Customer Transformation, Customer Solutions VP.** Functions will be captured by corporate allocations.
- **COVID-Related.** COVID-related costs are presumed to be extraordinary and one-time.
- **Additional Call Center Contractor Spend.** Anticipated additional call center contractor costs, based on assessment of PPL leadership.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"

PPL's Narragansett Cost Structure – Direct Non-Labor – Operations Support

Items Removed

Operations Support	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$4.0M	\$6.8M	\$0.3M	\$0.2M	\$0.4M	\$0.3M	\$0.0M	\$11.9M
Real Estate	(\$0.0M)	(\$6.1M)	-	(\$0.0M)	-	-	(\$0.0M)	(\$6.1M)
General Admin/Other	(\$0.2M)	(\$0.4M)	(\$0.2M)	(\$0.0M)	(\$0.2M)	(\$0.0M)	(\$0.0M)	(\$1.2M)
COVID-Related Spend	(\$2.3M)	(\$0.0M)	\$0.0M	(\$0.0M)	(\$0.2M)	(\$0.0M)	(\$0.0M)	(\$2.6M)
Total PPL Steady State Estimated	\$1.4M	\$0.2M	\$0.1M	\$0.1M	\$0.0M	\$0.2M	\$0.0M	\$2.1M

Line Items Removed, and Rationale

- **Real Estate.** Includes costs related to National Grid's corporate offices in Massachusetts; any corresponding costs under PPL ownership will be corporate allocations.
- **General Admin/Other.** Various minor costs, including environmental licensing and permitting, that are presumed to be captured via corporate allocations.
- **COVID-Related.** COVID-related costs are presumed to be extraordinary and one-time.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"

PPL's Narragansett Cost Structure – Direct Non-Labor – Other Direct Opex

NG Direct Opex - Other	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
National Grid Narragansett FY2021	\$2.1M	\$0.3M	\$0.0M	\$0.3M	\$0.1M	\$0.0M	\$0.0M	\$2.9M
<i>Items Removed</i> COVID-Related Spend	(\$1.7M)	(\$0.0M)	\$0.0M	(\$0.0M)	(\$0.1M)	\$0.0M	(\$0.0M)	(\$1.9M)
Total PPL Steady State Estimated	\$0.4M	\$0.3M	\$0.0M	\$0.3M	(\$0.0M)	\$0.0M	\$0.0M	\$1.0M

Line Items Removed, and Rationale

- **COVID-Related.** COVID-related costs are presumed to be extraordinary and one-time.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"
 Note: "Other Direct Opex" includes Business Planning and Performance; Energy Procurement; Regulation; Safety, Health and Environment, and NE/NY President.



PPL's Narragansett Cost Structure – Direct Non-Labor – Finance

Items Removed

Finance (incl. Audit)	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$0.5M	\$3.4M	-	\$2.1M	\$0.0M	\$0.0M	\$0.1M	\$6.0M
420-Claims	(\$0.0M)	(\$0.4M)	-	(\$0.2M)	(\$0.0M)	-	(\$0.0M)	(\$0.7M)
320-US CFO	(\$0.0M)	\$0.0M	-	(\$0.2M)	(\$0.0M)	-	(\$0.0M)	(\$0.2M)
320-Corporate FP&A	(\$0.0M)	(\$0.0M)	-	(\$1.3M)	-	-	(\$0.0M)	(\$1.3M)
425-US Tax	(\$0.1M)	(\$0.0M)	-	(\$0.1M)	(\$0.0M)	-	(\$0.0M)	(\$0.2M)
425-US Treasury	(\$0.0M)	(\$0.1M)	-	(\$0.0M)	-	-	(\$0.0M)	(\$0.1M)
320-Enterprise Business Partnering	(\$0.1M)	(\$0.0M)	-	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.0M)	(\$0.1M)
420-Investment Management	(\$0.0M)	(\$0.0M)	-	(\$0.0M)	-	-	(\$0.0M)	(\$0.0M)
Total PPL Steady State Estimated	\$0.3M	\$2.8M	-	\$0.3M	\$0.0M	\$0.0M	\$0.0M	\$3.3M

Line Items Removed, and Rationale

- Claims.** Claims will be managed by PPL's Office of General Counsel, and its costs are captured via OGC's corporate allocations.
- US CFO, Tax, Treasury, EBP, and Investment Management.** These services will be provided centrally by PPL, and are captured via corporate allocations.
- Corporate FP&A.** These costs primarily include the portion of National Grid's corporate audit fee attributable to Narragansett; an estimate of the corresponding costs is included in PPL's corporate allocation estimate.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"
 Note: Includes Finance and Audit.

PPL's Narragansett Cost Structure – Direct Non-Labor – Legal

Legal	Contractors	Other Expenses	Trans- portation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$0.4M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M	\$1.8M
<i>Items Removed</i> 340-US General Counsel-SVP	(\$0.3M)	\$0.0M	-	\$0.0M	-	-	(\$0.0M)	(\$0.3M)
Total PPL Steady State Estimated	\$0.1M	\$0.1M	-	\$1.3M	\$0.0M	\$0.0M	\$0.0M B4	\$1.5M

Line Items Removed, and Rationale

- US General Counsel-SVP.** Corresponding costs are included in PPL's corporate allocation estimate.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"



PPL's Narragansett Cost Structure – Direct Non-Labor – Strategy & External Affairs

Strategy & External Affairs	Contractors	Other Expenses	Transportation	Consultants	Materials	Overtime	Employee Expenses	Total
Total National Grid Narragansett FY2021	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$1.7M
Total PPL Steady State Estimated	\$0.1M	\$0.9M	\$0.0M	\$0.6M	\$0.0M	-	\$0.1M	\$1.7M

Line Items Removed, and Rationale

- None.** All costs are assumed to transfer.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"; National Grid, "FY21 - NECO Functional Costs - with Detail Data.xlsx"



PPL's Narragansett Cost Structure – Corporate Allocations

Estimate	
PPL Allocated Costs, Steady State, by Category	
	Total
IT	\$33.8M
Finance	\$9.8M
Office of General Counsel	\$4.7M
Transmission & Substation	\$4.4M
Human Resources	\$5.0M
Supply Chain	\$3.8M
Regulatory Affairs	\$1.9M
Corporate Operations and Integration	\$1.8M
Corporate Systems	\$1.4M
Communications	\$1.0M
Transmission Control Center	\$1.0M
Enterprise Security	\$0.8M
Public Affairs	\$0.7M
Customer Service	\$0.6M
Audit Services	\$0.6M
Executive Office	\$0.6M
Distribution Operations	\$0.4M
Facilities	\$0.3M
Technical Development & Instruction	\$0.3M
PPL Services - Compensation & Other	\$10.2M
Total Allocated Costs	\$83.4M

B

Approach/Rationale

Overview. Includes estimates of corporate allocations that will be charged to the Rhode Island utility under PPL ownership at steady state.

Methodology. High-level analysis based on universe of services charged from PPL's centralized services companies to its subsidiary utilities, using directional estimates (e.g., based on employee headcount, customer count, etc).

To represent a steady state cost estimate, PPL's 2024 forecast was used, which represents the post-TSA period. 2024 totals were not de-escalated to adjust for inflation.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx", PPL, "PPL Cost Allocation Manual.pdf"

PPL's Narragansett Cost Structure – Corporate Allocation Methodology

Cost Assignment Methods

PPL allocates costs via several methods:

- **Direct Assignment:** Expenses incurred exclusively for the benefit of one affiliate
- **Direct Attribution:** Expenses incurred that benefit more than one affiliate and which can be apportioned using a direct measure of cost causation.
- **Indirect Attribution:** Expenses incurred that benefit more than one affiliate and which can be apportioned using general measures of cost causation

Specific details on each methodology and the types of charges subject to them are included in PPL's Cost Allocation Manual.

Costs Not in Cost Allocation Manual

Certain costs to be allocated have not previously been allocated, and thus will be added to PPL's Cost Allocation Manual in an upcoming revision. For the purpose of this steady state analysis, PPL estimated the incremental employee headcount required to support Rhode Island, and then applied an allocation factor to the remaining existing costs. The sum of these was shown in the submission.

These include:

Transmission & Substation
Distribution Operations
Transmission Control Center

Source: PPL, "PPL Cost Allocation Manual.pdf"

PPL’s Narragansett Cost Structure – Corporate Allocated Depreciation

Estimate	
PPL Narragansett Allocated Depreciation, Steady State	
	Total
EU Depreciation	\$16.9M
Services Depreciation	\$2.1M
Total	\$19.1M

Depreciation Assumption Rationale

- 30% of total EU allocated depreciation is allocated to Rhode Island, which reflects IT-utilizing employees—it assumed **1,298** Active Directory accounts for Narragansett, compared to **4,337** accounts across EU Transmission, EU Customer Service, Distribution Operations, TD&I, and Transportation Services. This calculates to 29.94%.
- A majority of Services depreciation is allocated using a 3-factor methodology, as described in the PPL Cost Allocation Manual.

Approach/Rationale

Overview. Includes estimates of allocated depreciation for corporate investments that will benefit Narragansett when under PPL ownership.

Methodology. High-level analysis based on depreciation of current PPL EU investments that will benefit Narragansett, assuming 30% will be charged to Narragansett and a 5 year depreciable life. Services Allocated Depreciation generally follows a 3-factor methodology and relates to Corporate Systems investments.

Approach. To best facilitate comparison with National Grid’s FY21 allocated depreciation total, PPL’s estimate is based on its current investments (inclusive of in-progress projects anticipated to be in-service prior to deal close). The analysis did not attempt to forecast either PPL’s future capital spend or National Grid’s future capital spend.

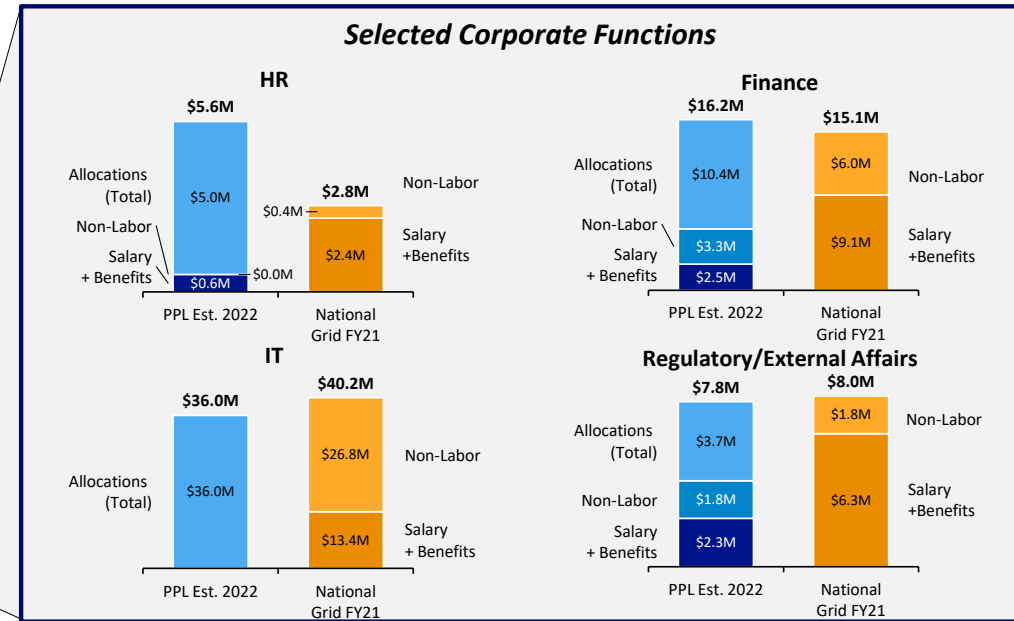
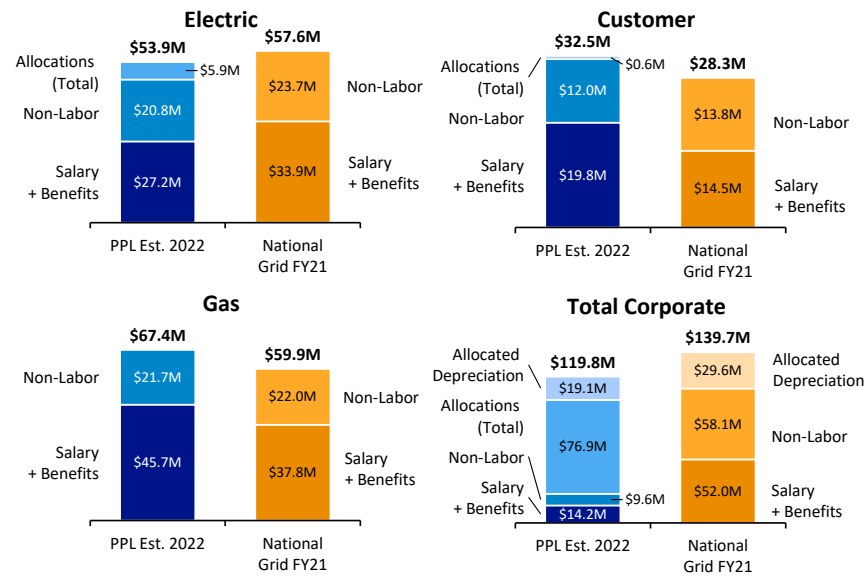
Source: PPL, “RI Steady State Cost Model - Standalone.xlsx”
 Note: Estimate total does not add due to rounding.



National Grid and PPL – Functional Comparisons



National Grid and PPL – Functional Comparisons



Approach/Rationale

Overview. While operating model differences between National Grid and PPL make direct functional comparisons challenging, several have been developed to illustrate directional differences in overall cost.

Approach. Each comparison includes direct labor and non-labor costs, as well as allocations of PPL corporate costs when identified. These totals are as-shown in the pertinent sections of this document.

Benefit Assignment Methodology for National Grid. As National Grid does not link specific benefit costs to their associated salary costs, PPL assumed the average overall loading rate of ~66% in developing functional cost estimates for National Grid; this distributes the \$55.4M in benefits costs proportionally to the functions among the \$83M in base labor costs.

Source: PPL, "RI Steady State Cost Model - Standalone.xlsx"

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's Ninth Set of Data Requests
Issued on October 1, 2021

Division 9-95

Request:

In response to DIV 2-28, PPL states "PPL and PPL RI will evaluate on a case-by-case basis whether they will seek to recover costs necessary to separate Narragansett from National Grid USA and integrate Narragansett into PPL, consistent with the guidance of the Policy Statement." Please supplement this response to reflect any hold harmless commitments to Rhode Island ratepayers with respect to PPL's recovery of capital costs necessary "allow PPL to establish the infrastructure required to operate Narragansett independently."

Response:

PPL and PPL RI are not making any hold harmless commitments at this time with respect to PPL's recovery of capital costs necessary to allow PPL to establish the infrastructure required to operate Narragansett independently. PPL and PPL RI also refer to their responses to data request Division 2-39 and Division 7-46, which describe PPL and PPL RI's intended approach to determine whether to seek recovery of costs related to the transition.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's Ninth Set of Data Requests
Issued on October 1, 2021

Division 9-96

Request:

In response to DIV 1-42(c), PPL states: "PPL and PPL RI do not plan to seek recovery from ratepayers for the costs associated with the [Gas Control Center (GCC)] that do not relate to new or improved technology capabilities to Narragansett, or for costs related to capital investments that would not have been made in the normal course of business for reasons including but not limited to obsolescence. These costs would be recoverable in the ordinary course of business in the absence of PPL RI's purchase of Narragansett, subject to ordinary regulatory and prudence review. PPL and PPL RI will seek recovery for any such costs pursuant to the appropriate cost recovery mechanisms Narragansett already has in place with the Rhode Island Public Utilities Commission and the Rhode Island Division of Public Utilities and Carriers, under existing statutes, rules, and tariffs." Please identify:

- a. Any "new or improved technology capabilities" PPL expects the GCC to provide to Narragansett; and
- b. The specific types of capital investments associated with the GCC that PPL expects to recover as having "been made in the normal course of business for reasons including but not limited to obsolescence."

Response:

- a. PPL and PPL RI are still in the process of determining what possible new or improved technology capabilities the Gas Control Center ("GCC") will provide to Narragansett.
- b. PPL and PPL RI are also still in the process of determining the specific types of capital investments associated with the GCC that PPL expects to recover as having been made in the normal course of business for reasons including but not limited to obsolescence.

PPL and PPL RI continue to plan to seek recovery for any such costs pursuant to the appropriate cost recovery mechanisms Narragansett already has in place with the Rhode Island Public Utilities Commission, under existing statutes, rules, and tariffs.

PPL and PPL RI also refer to their responses to data requests Division 2-28, Division 2-39, Division 7-46, and Division 9-95.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to Division's Ninth Set of Data Requests

Issued on October 1, 2021

Division 9-97

Request:

In response to DIV 1-42(b), PPL states: "PPL and PPL RI do not currently have cost estimates for the GCC. Once PPL and PPL RI have prepared such cost estimates, they will provide a supplemental response to this data request." Please supplement PPL's response to provide an updated cost estimate if available.

Response:

PPL plans to install a primary and backup control room and associated SCADA system for the Rhode Island gas system in Rhode Island. Additional time may be required depending on the timing of the transaction closure, the critical path items and the project dependencies which will be identified during the detailed project planning process which has not taken place yet. An updated cost estimate is not available at this time.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to RI Attorney General's First Set of Data Requests
Issued on September 29, 2021

AG 1-15

Request:

Will PPL have a customer service presence physically located in Rhode Island following the proposed Transaction? If not, please explain why you do not believe a physical presence is necessary. If so, where will the facilities be located and how many local customer service employees are expected to be employed at the local facility. Will customers be able to physically go to the location to meet with customer service representatives? If not, please explain why.

Response:

PPL and PPL RI intend to create a physical customer service contact center for Narragansett customers in Rhode Island, which would include hiring contact center personnel. PPL and PPL RI currently estimate that the contact center will have approximately 115 employees. These employees will consist of existing National Grid employees transferring to PPL RI and new hires. PPL and PPL RI continue to evaluate staffing needs, and these employment estimates are subject to change. The contact center will be located in Rhode Island, but PPL and PPL RI have not yet determined the specific location within Rhode Island. PPL and PPL RI have not yet determined whether customers will be able to meet with customer service representatives in person at the contact center.

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to RI Attorney General's First Set of Data Requests
Issued on September 29, 2021

AG 1-22

Request:

How does PPL plan to service its gas customers on Aquidneck Island in light of the crisis experienced in 2019? Is PPL prepared to continue forward with National Grid's application expected before the Energy Facility Siting Board in 2022 and implementation of any approved plan resulting therefrom? If not, why?

Response:

PPL and PPL RI plan to provide safe and reliable gas distribution service to its gas customers on Aquidneck Island. PPL and PPL RI are aware of the gas service interruption that occurred on Aquidneck Island in 2019, and PPL and PPL RI have been following National Grid USA and Narragansett's efforts to address gas supply constraints to Aquidneck Island, including proceedings before the Energy Facility Siting Board in 2022. PPL and PPL RI do not know what the status of National Grid's proposed solution will be when the Transaction closes, and PPL and PPL RI currently expect that they will continue with National Grid's proposed solution after the Transaction closes. Once the Transaction closes and PPL and PPL RI take ownership of Narragansett, they will continue their evaluation of the gas distribution system and the gas supply constraints on Aquidneck Island and will determine whether to make any proposed changes or additions to the plan to provide safe and reliable gas distribution service to Aquidneck Island gas customers.

PUBLIC

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

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's
Responses to RI Attorney General's First Set of Data Requests
Issued on September 29, 2021

AG 1-37

Request:

Referencing PPL's response to DIV 3-11, PPL Gas Utilities Corporation, please detail the reasons for PPL's acquisition and subsequent divestiture of gas distribution operations in Pennsylvania.

Response:

After a reasonable investigation, PPL no longer has records detailing the reasons for PPL's acquisition of PPL Gas Utilities Corporation ("PPL Gas") or its predecessor in interest.

See PPL's July 30, 2007, Form 8-K filed with the Securities and Exchange Commission at the time of the sale of PPL Gas at the following link:

<https://www.sec.gov/Archives/edgar/data/0000922224/000092222407000083/pp18kexhibit991.htm>

As stated in the Form 8-K, PPL's sale of PPL Gas was to "position [PPL] to focus on emerging growth opportunities in our core businesses of electricity generation, marketing and delivery – bringing the most value to our shareowners..."

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