

NETWORK ACCESS AGREEMENT

Between

VERMONT TRANSCO LLC

And

This Network Access Agreement (“Agreement”) is entered into and is effective this ___ day of ___, 2011 (the “Effective Date”) by and between Vermont Transco LLC (“VT Transco”) and each of [supply names of DUs] (referred to herein individually as “Participant”). This Agreement governs the access to, maintenance of, and payment for fiber optic cable beyond the splice box in the substation (“Substation Entrance Cable”) and for electronic end equipment installed in the substation(s) of each Participant (which Substation Entrance Cable and electronic end equipment shall be referred to herein collectively as “Equipment”) as part of VT Transco’s Fiber Project. The Agreement is between VT Transco and each Participant individually, and not the Participants jointly.

WHEREAS, VT Transco is an electric transmission company operating as a limited liability corporation under the laws of the State of Vermont that through its manager, Vermont Electric Company (“VELCO”), provides transmission service to distribution utilities located in Vermont and New Hampshire, including Participants, and to loads in New England through ISO New England Inc; and

Whereas, VT Transco is installing fiber optic cable and Equipment throughout much of Vermont for the purpose of maintaining and improving the reliability of VT Transco’s networked transmission services (which project is referred to herein as the “Fiber Project”);

WHEREAS, VT Transco intends to install and own Equipment in substations of each Participant as part of the Fiber Project; and

Whereas, each Participant desires access to the Equipment in its substation(s) for its own purposes, which purposes will not interfere with VT Transco’s use of the Equipment; and

WHEREAS, VT Transco and each Participant desire to establish the terms on which each Participant will be granted and pay for access to Equipment in its substations;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, VT Transco and each Participant agree as follows:

1. This Agreement will be effective on the date written above, and shall remain in effect for as long as the Fiber Attachment Agreement between the parties remains in effect, unless terminated earlier upon mutual agreement between VT Transco and the Participant. The two parties will coordinate the removal of Equipment by VT Transco within 180 days of such termination.

Page 2

2. VT Transco will assess and the Participant shall pay to VT Transco a fee for access to the Equipment in the Participant's substation(s). This access fee will be computed annually by VT Transco and will be equal to the lower of: (a) the annual carrying costs, which will be assumed for purposes of this Agreement to be 20% of 20% of the total of the original capital investment associated with Equipment in the Participant's substation(s) plus any capital additions and less any retirements; or (b) the market value of the service capacity provided by that Equipment. A description of the Equipment located in the Participant's substation(s) and the costs of that Equipment is provided in Attachment A, which will be updated if and when Equipment is replaced. One twelfth of this annual access fee shall be billed each month to the Participant by VT Transco commencing upon the date the Equipment is placed in service, i.e., is fully installed and operational, and shall be due and payable within 30 days of issuance of the bill. Any amount remaining unpaid after the due date shall bear interest at the FERC Interest Rate from that date until the amount due is paid.

3. The Participant shall perform maintenance and repair of the Equipment in accordance with industry standards. Maintenance and repair of the Equipment shall be at the Participant's expense.

4. Full unit replacements will be installed at VELCO's expense and the Participant will pay for access to such Equipment as described in paragraph 2.

5. Nothing herein shall permit a Participant to access or utilize the Equipment situated at sites owned by another Participant or VELCO.

IN WITNESS WHEREOF, VT Transco and each undersigned Participant have caused this Agreement to be executed by their respective officers as of this ___ day of ____, 2011.

VERMONT TRANSCO LLC

By: _____

Title: _____

[Signature Block for each Participant]

By: _____

Title: _____

