

## NETWORK ACCESS AGREEMENT

Between

VERMONT TRANSCO LLC

And

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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 and electronic end equipment installed in the substation(s) of each Participant (referred to herein 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 \_\_\_\_, and shall remain in effect until terminated upon mutual agreement between VT Transco and the Participant until VT Transco removes the Equipment from the Participant’s substation(s).

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

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additions and less any retirements; or (b) the market value of the service capacity provided by that Equipment. 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 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. VT Transco shall pay to the Participant the reasonable cost of maintenance and repair of the cable that comprises part of the Equipment; maintenance and repair of the electronics shall be at the Participant's expense. The Participant shall issue an invoice to VT Transco within ten days after the end of each month specifying the costs associated with any maintenance and repair of such cable during that month. VT Transco shall make payment on each such invoice to the Participant within 30 days of issuance of the invoice. 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.

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: \_\_\_\_\_