

PUC 1-20

Request:

Please provide all written contracts between the Company and its affiliates. Provide a narrative description of any unwritten contracts between the Company and any affiliate, including all material terms.

Response:

Please see Attachments PUC 1-20-1 through 1-20-40 for copies of all written contracts between The Narragansett Electric Company and its affiliates. Please note that Attachments PUC 1-20-1 and 1-20-35 contain confidential information and have been redacted for the public version of this filing. The Company is currently not aware of any "unwritten contracts" between The Narragansett Electric Company and any affiliate.

REDACTED

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID
RIPUC Docket No. 4770
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MASTER LICENSE AGREEMENT

BETWEEN

THE NARRAGANSETT ELECTRIC COMPANY

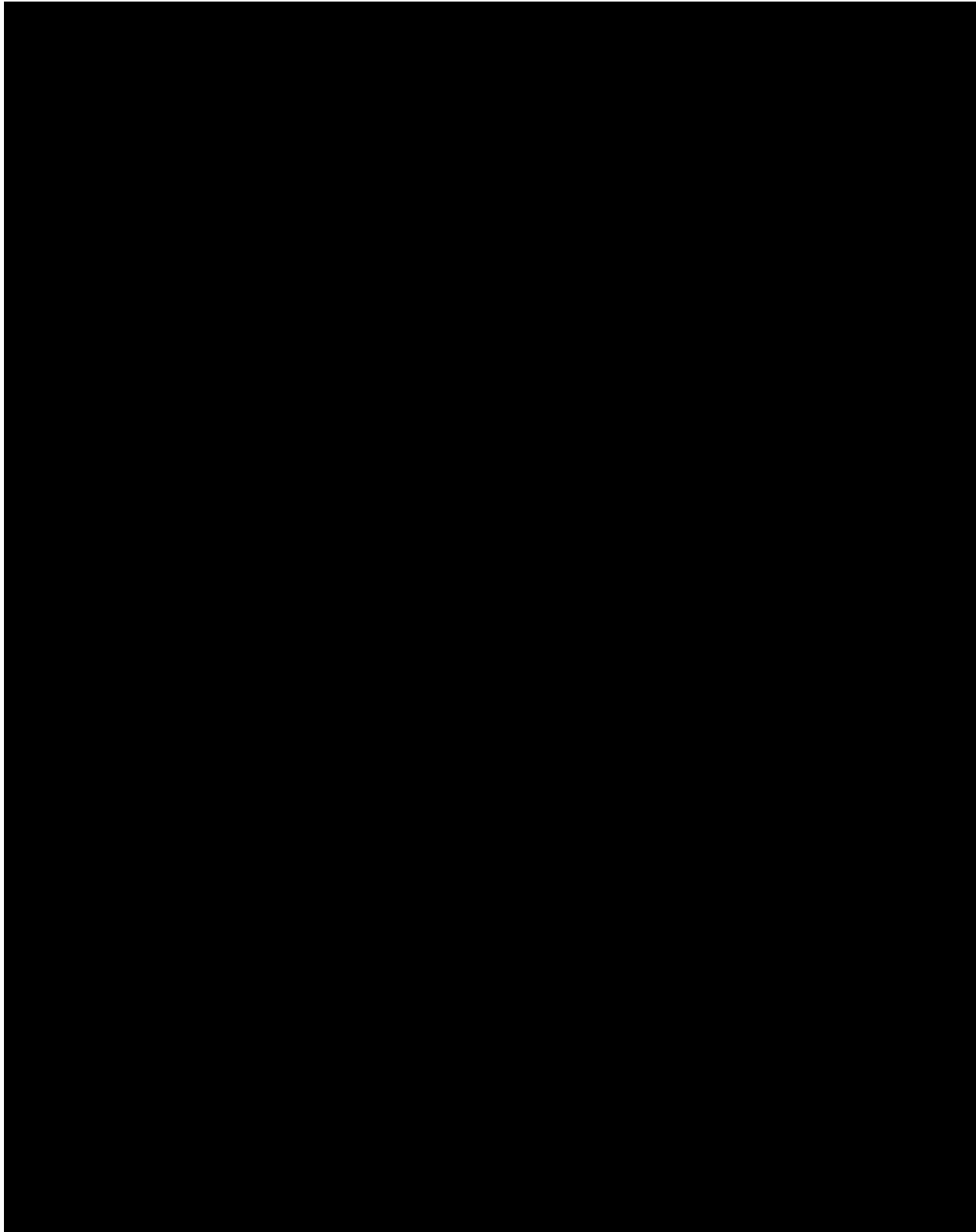
AND

NATIONAL GRID COMMUNICATIONS, INC.

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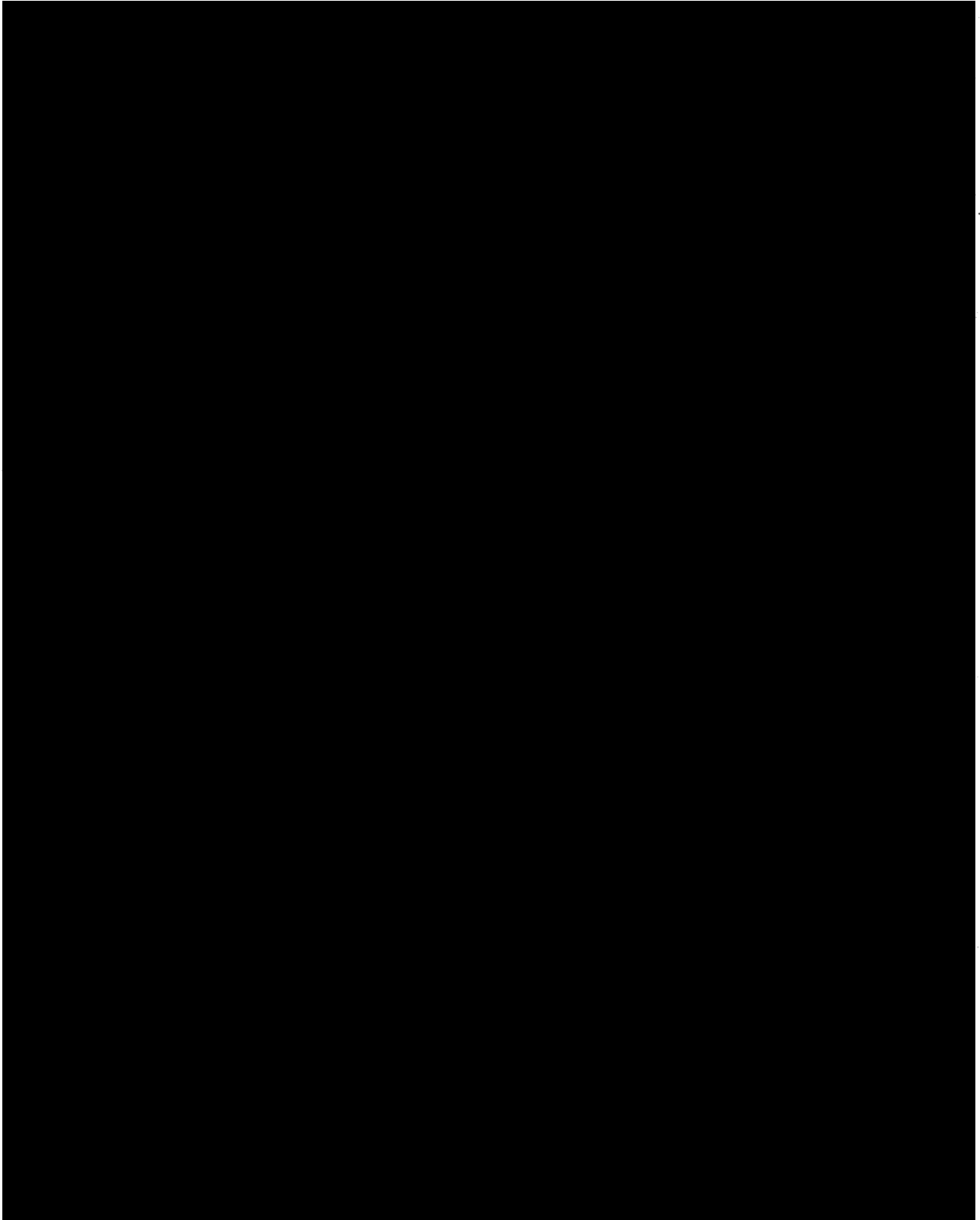
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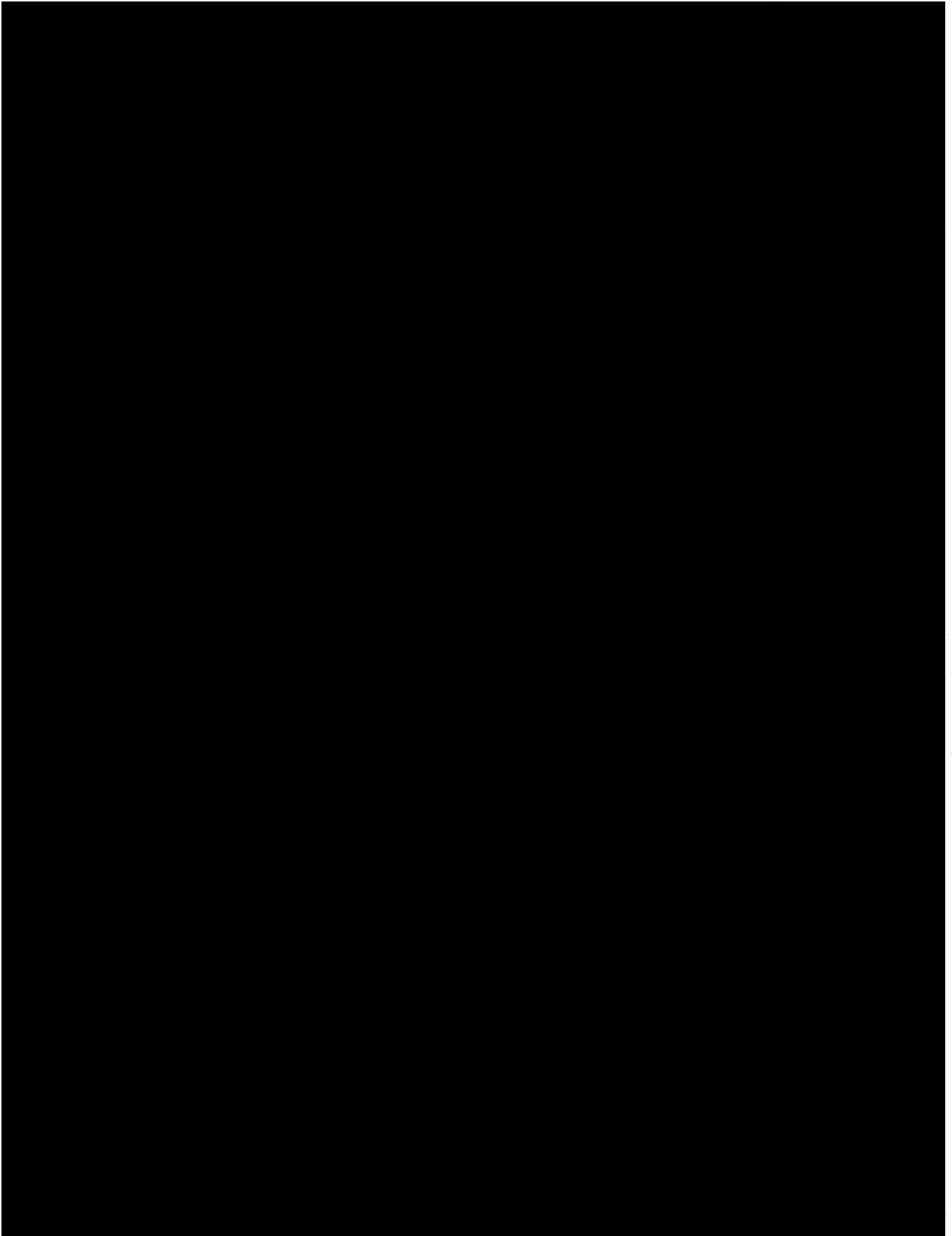
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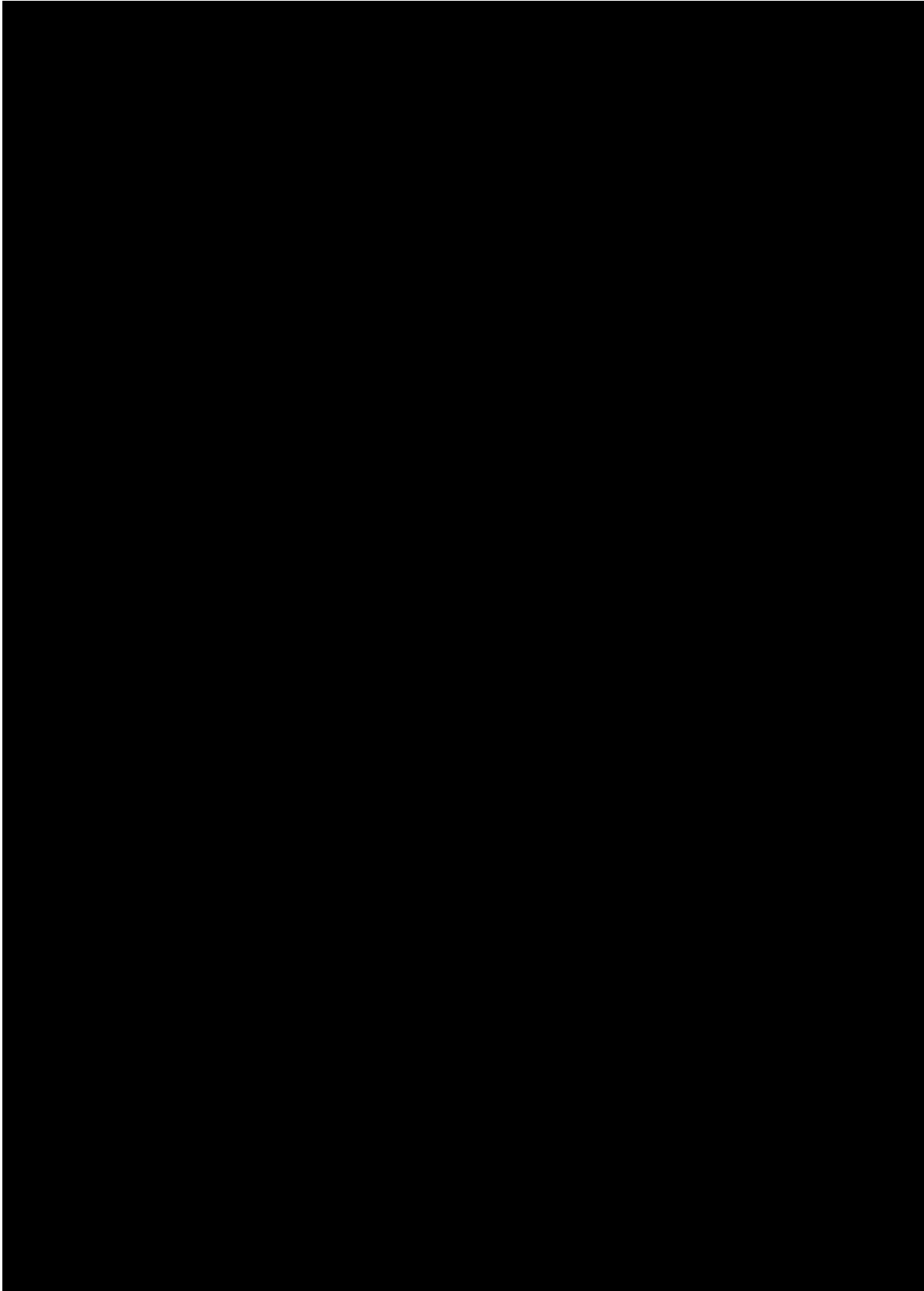
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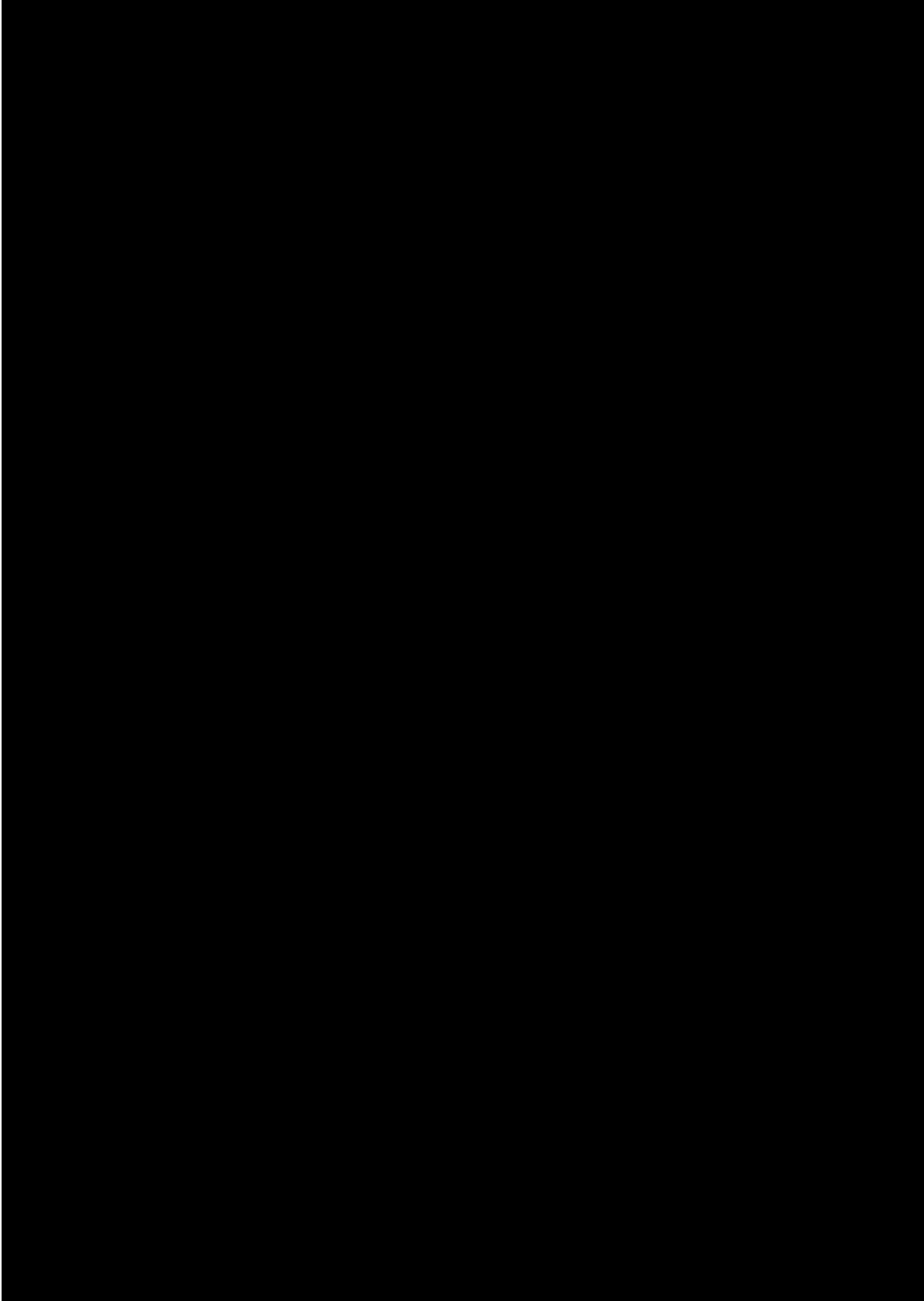
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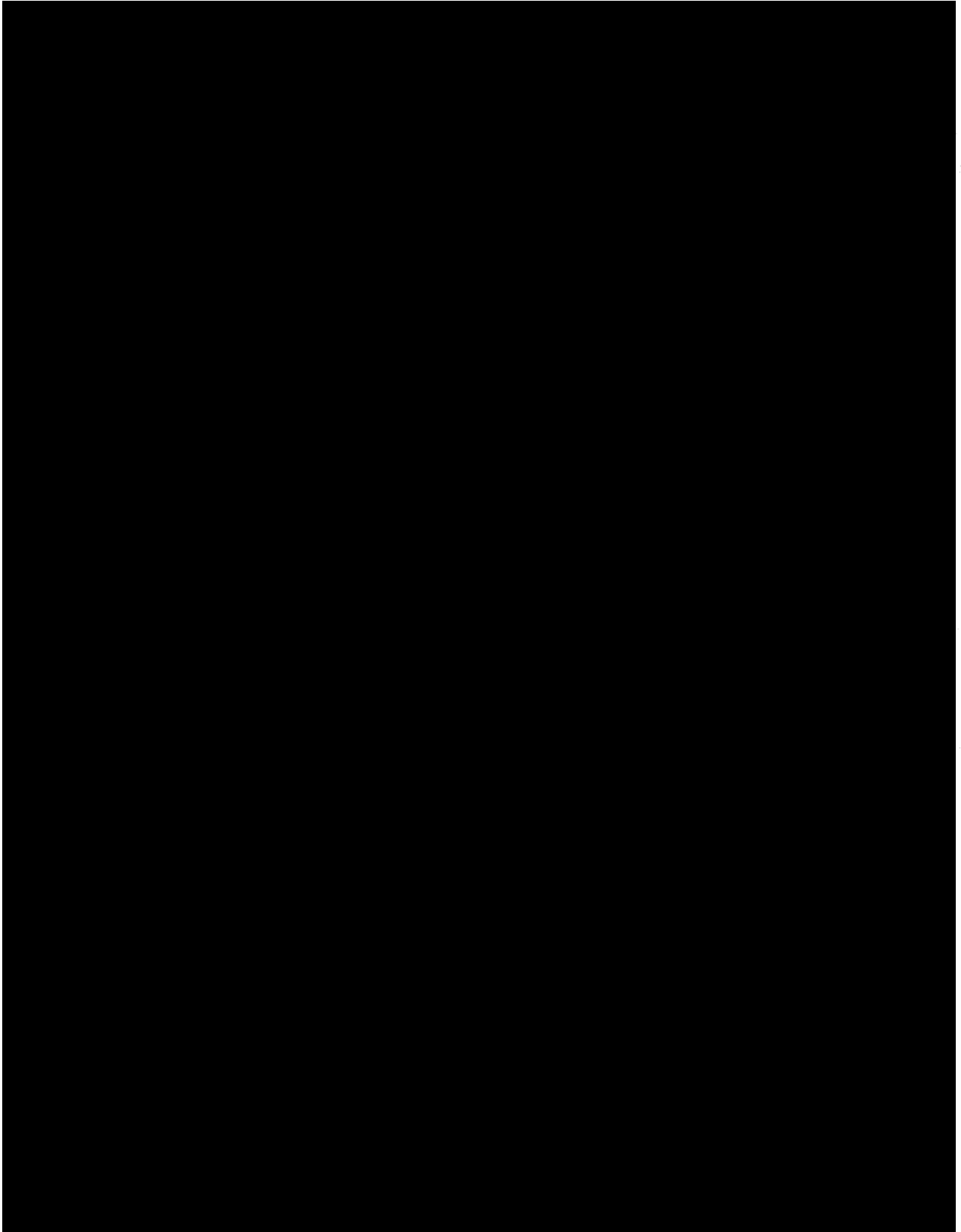
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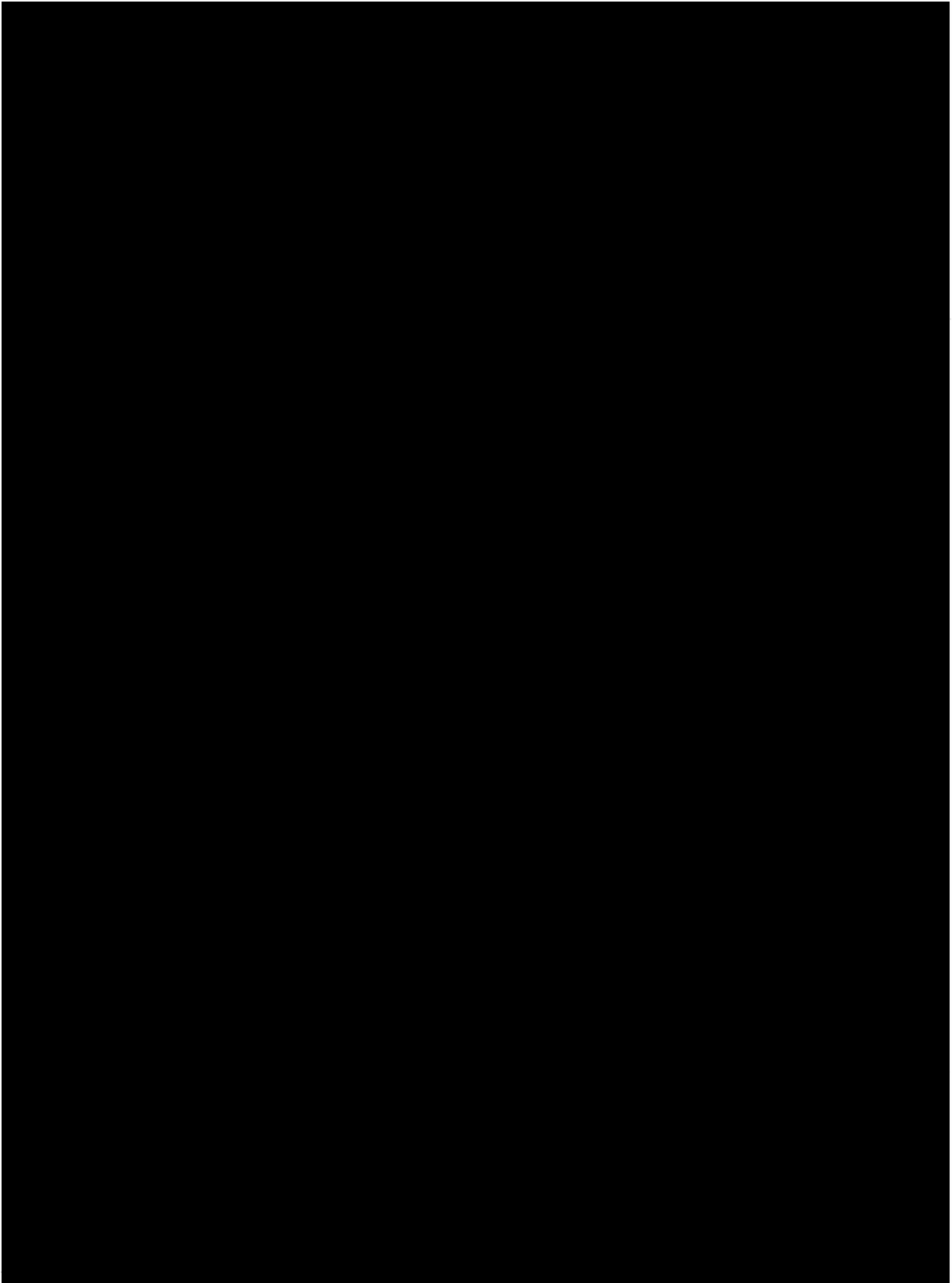
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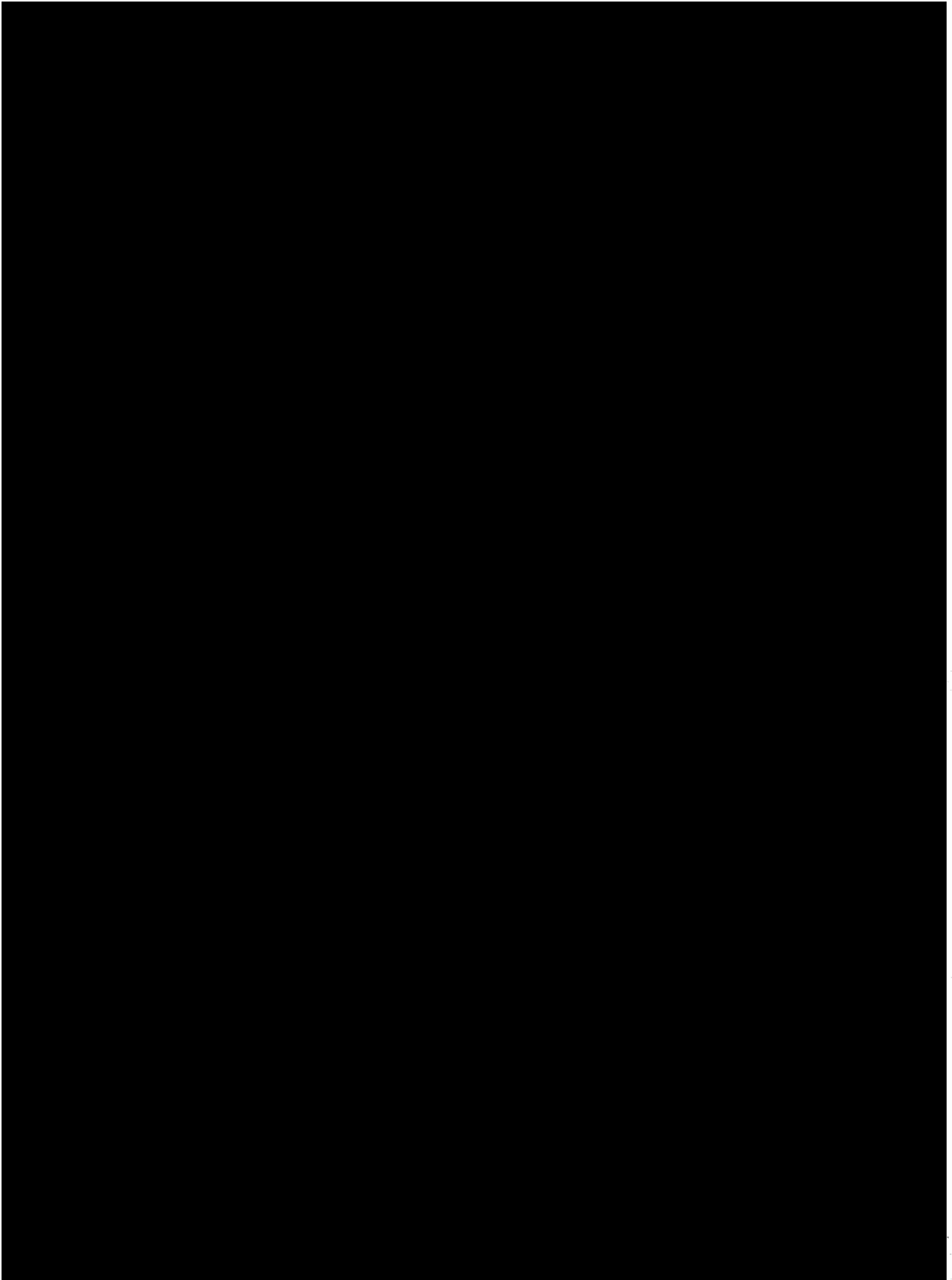
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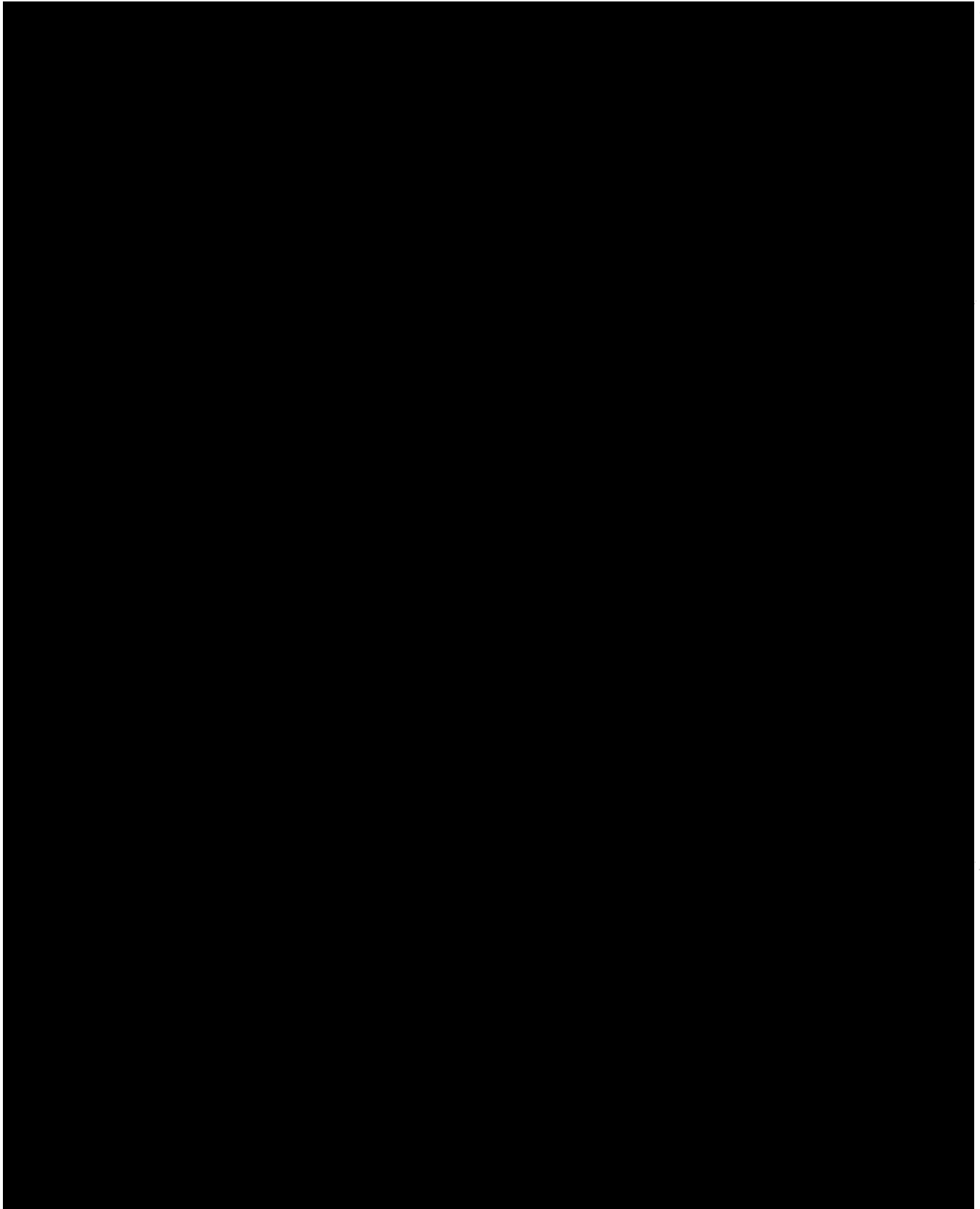
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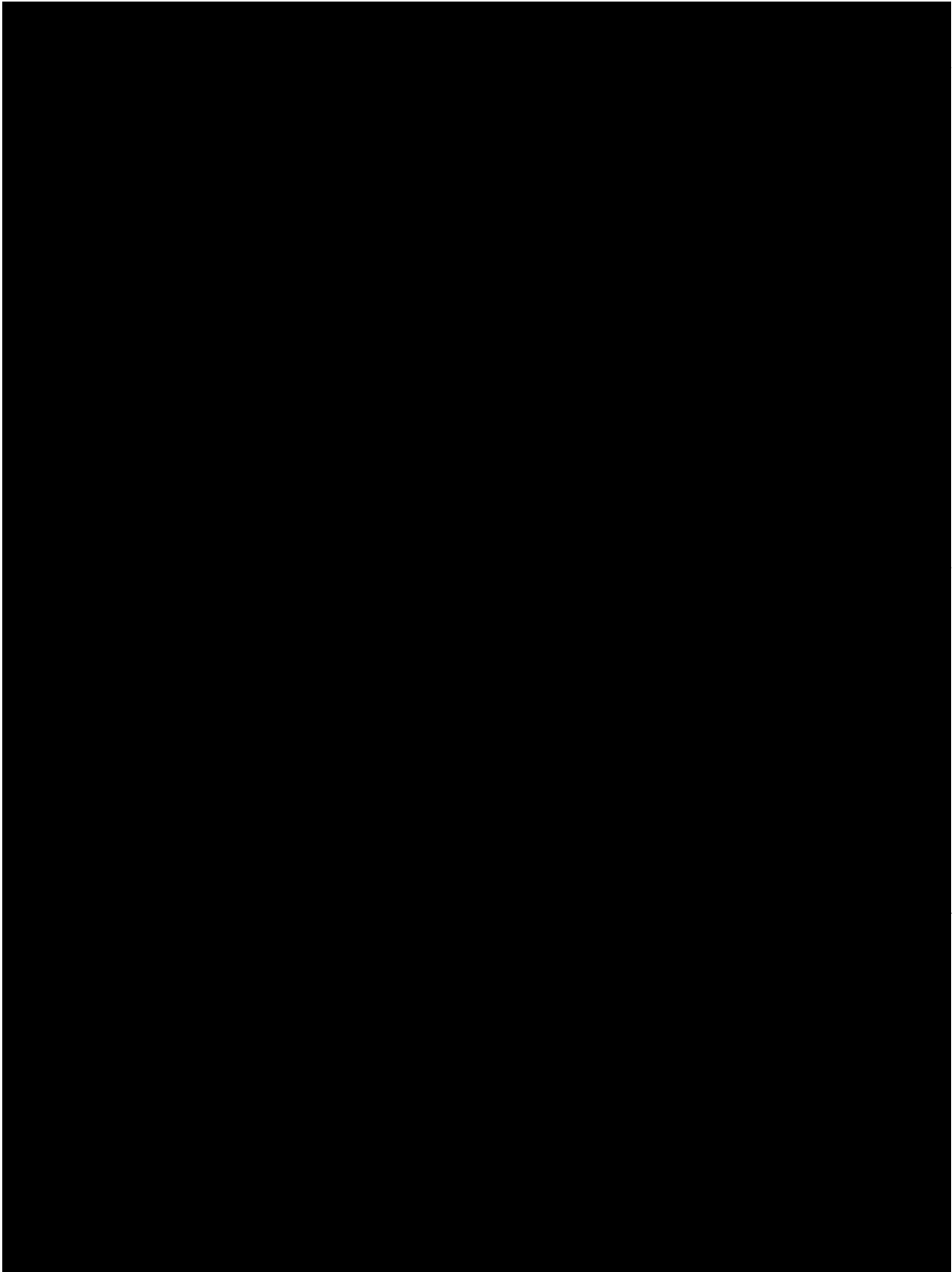
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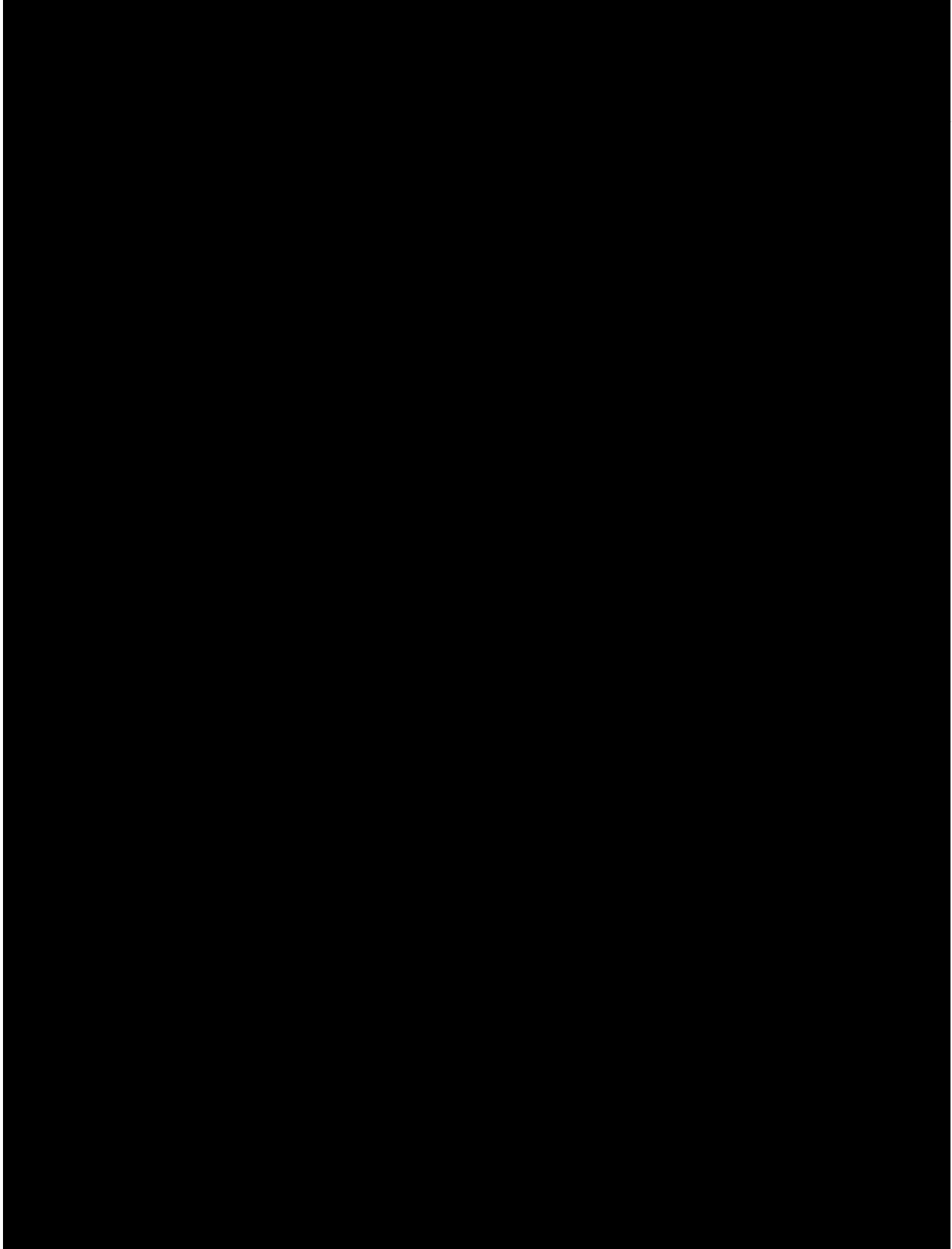
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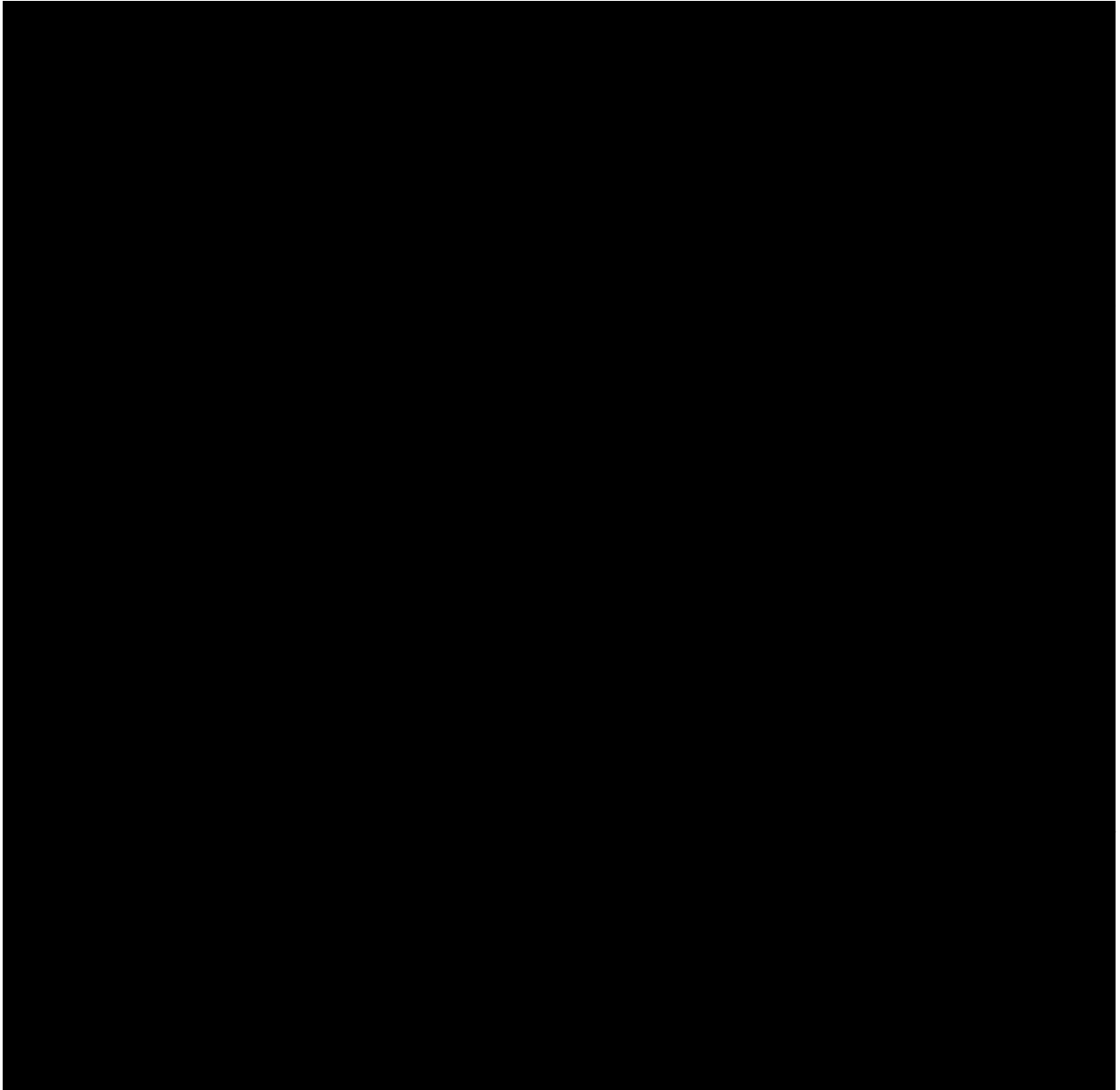
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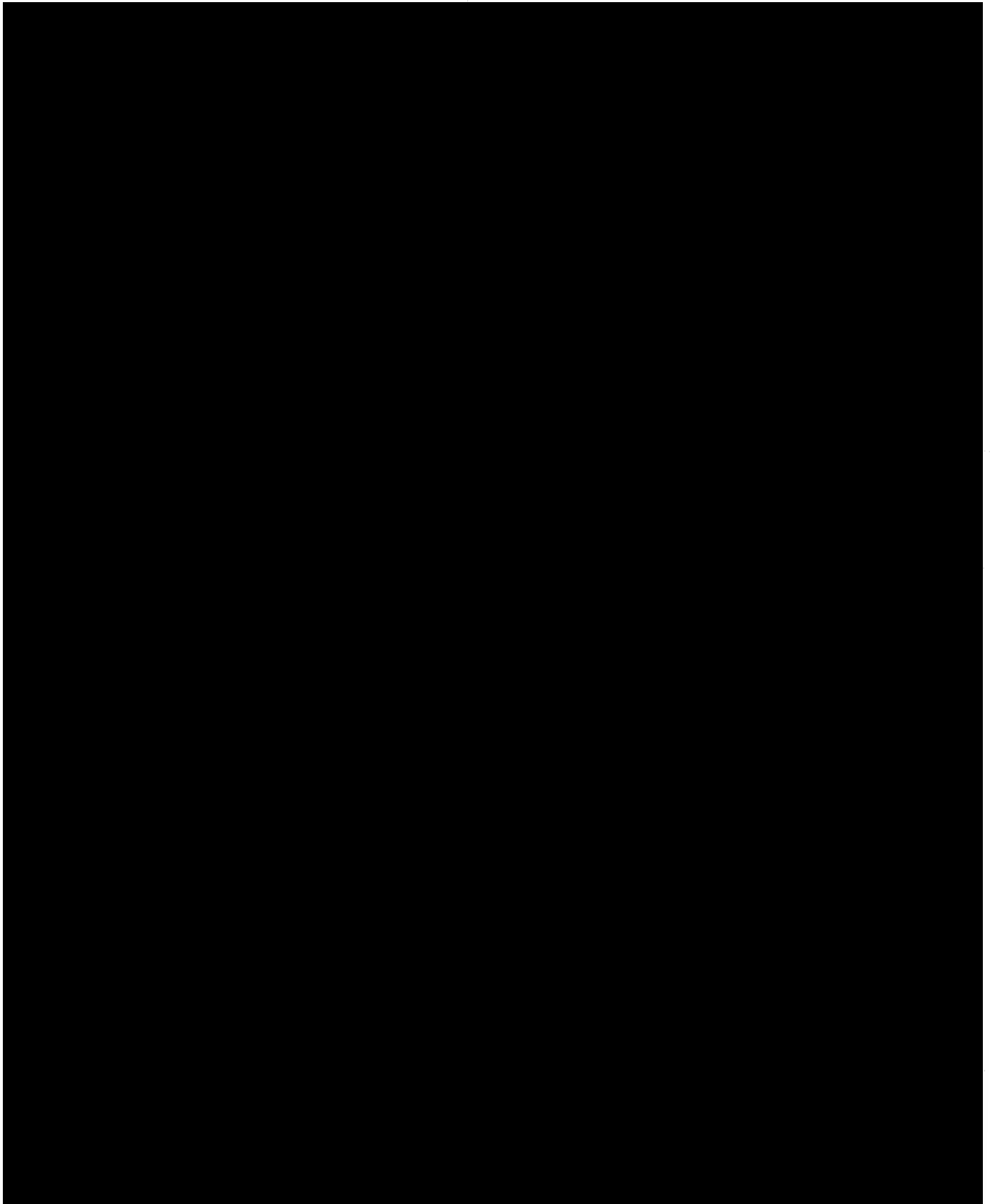


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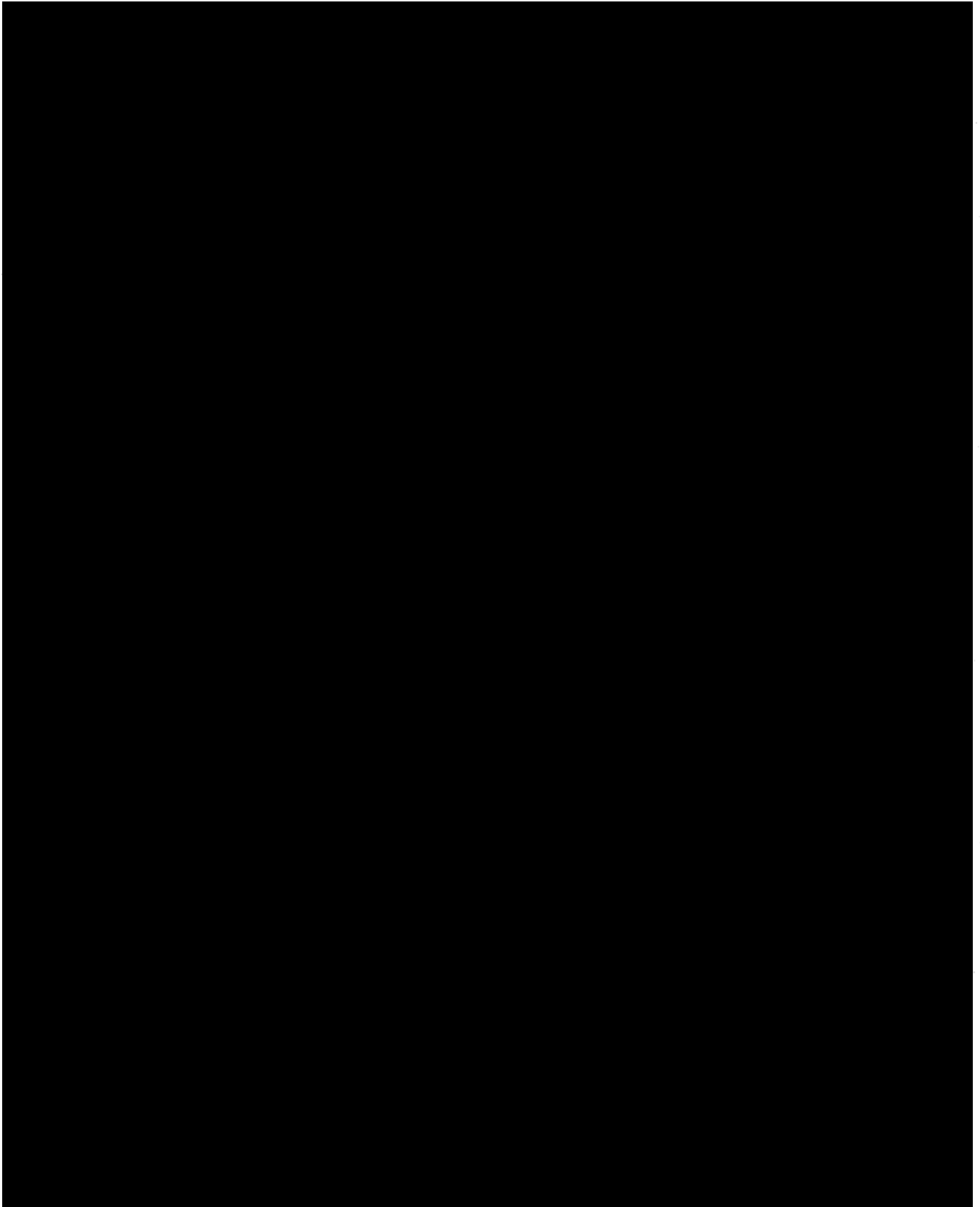


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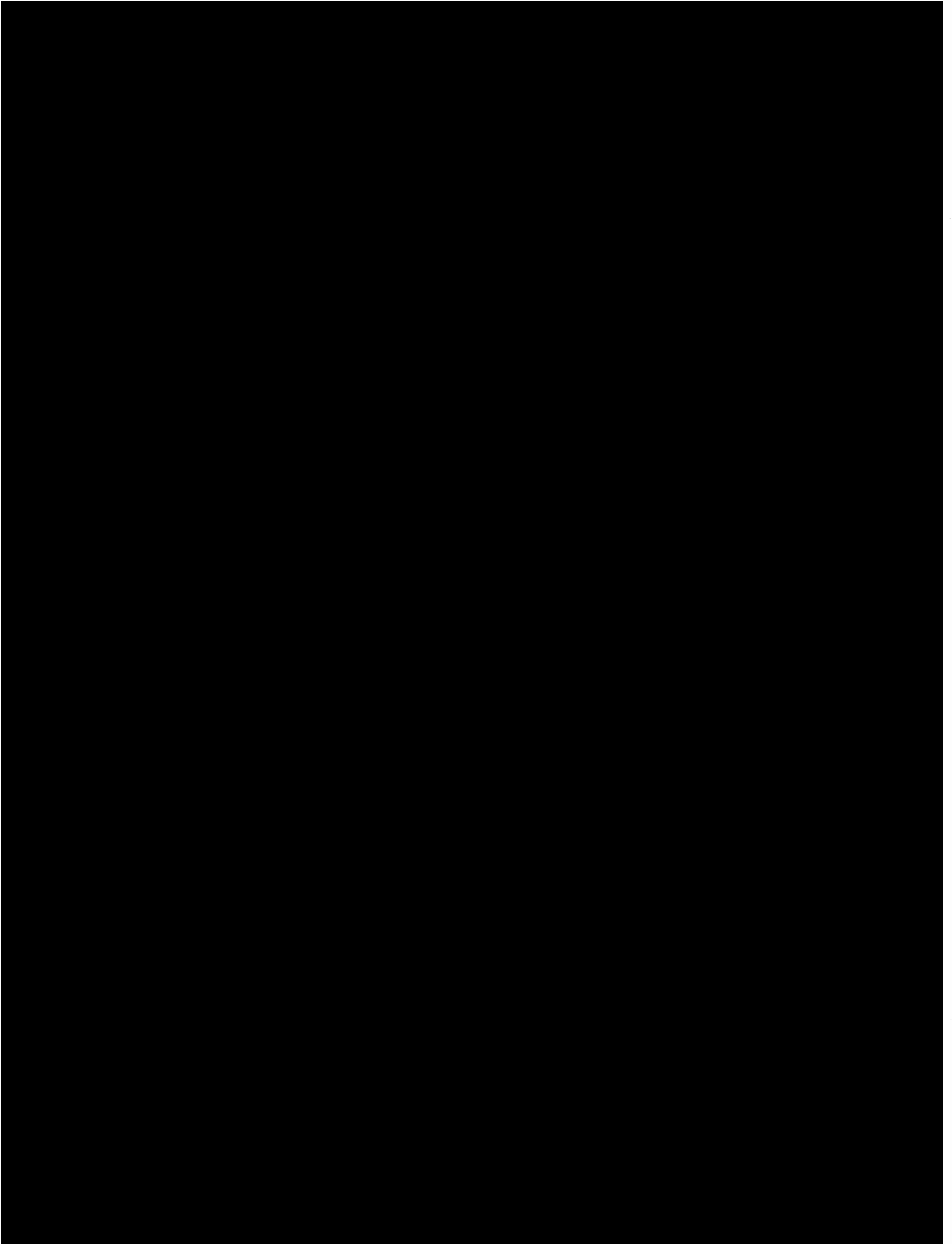
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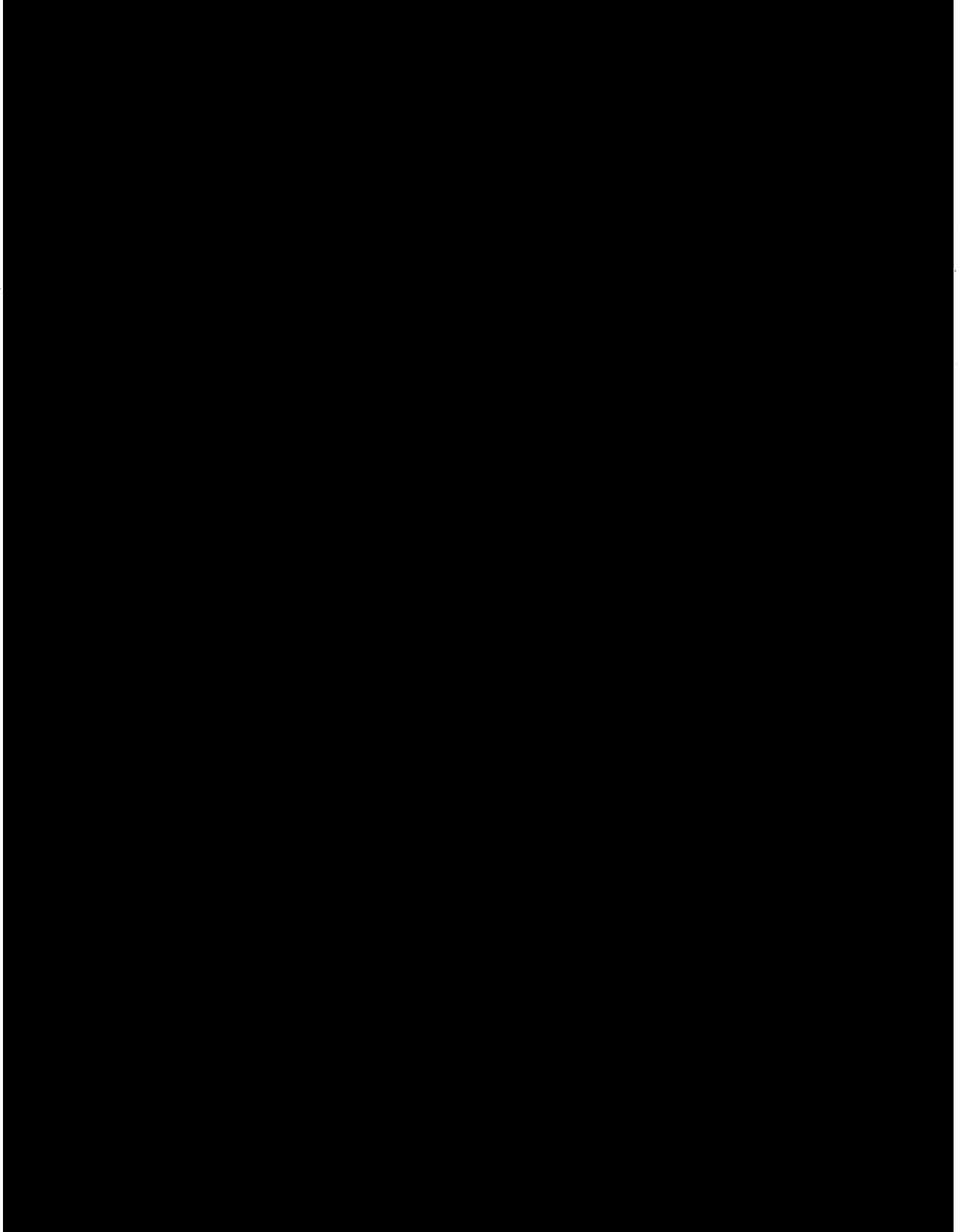
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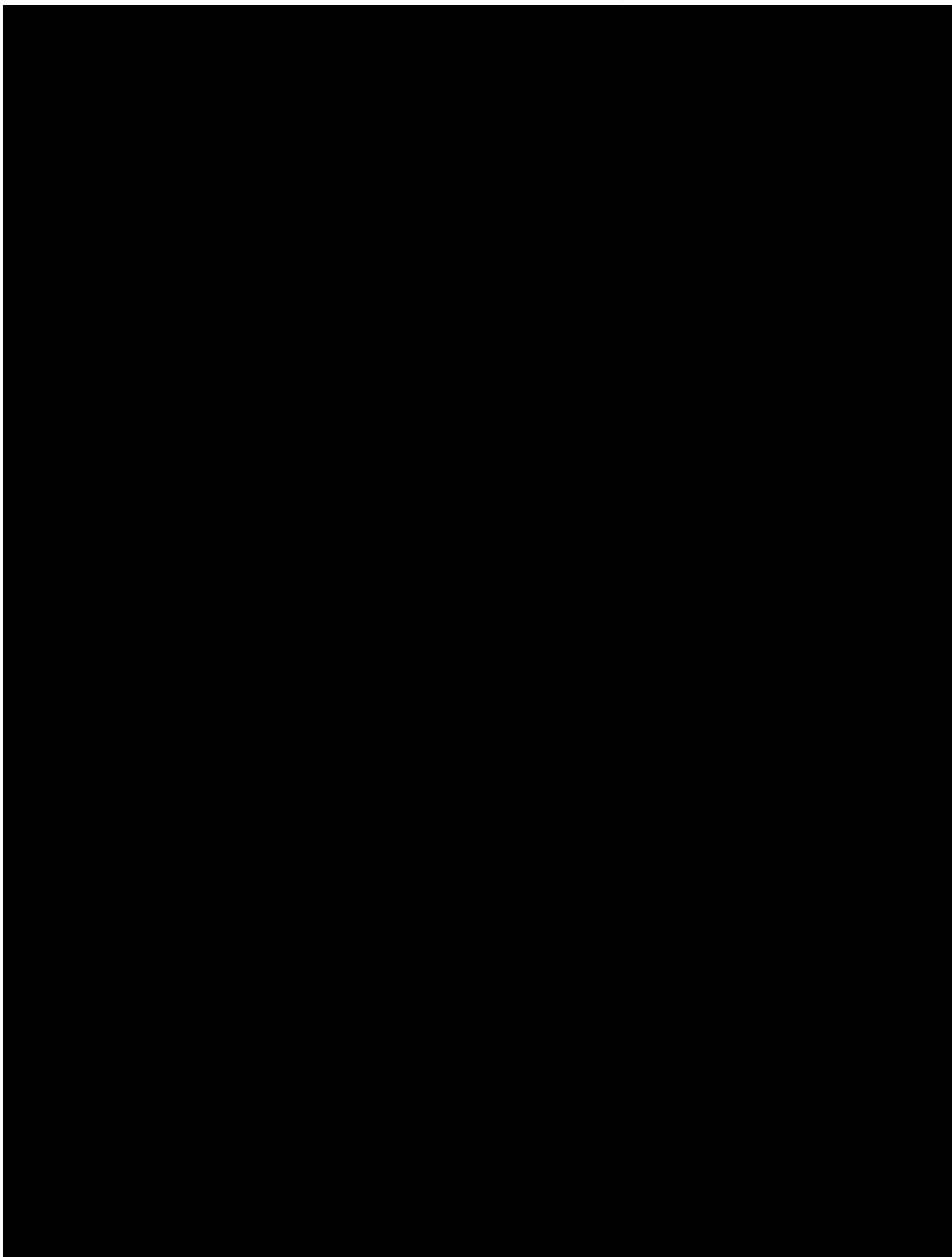
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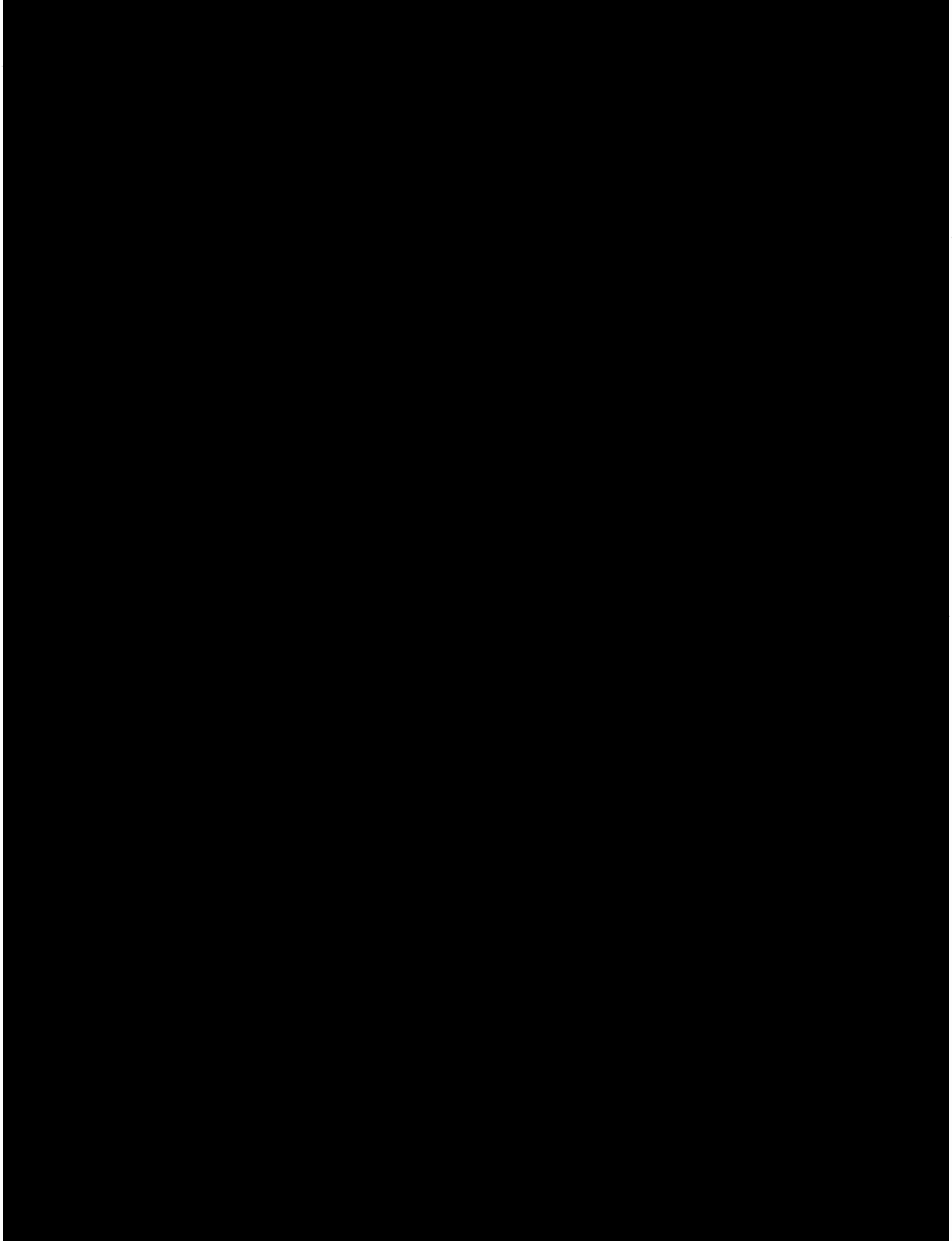
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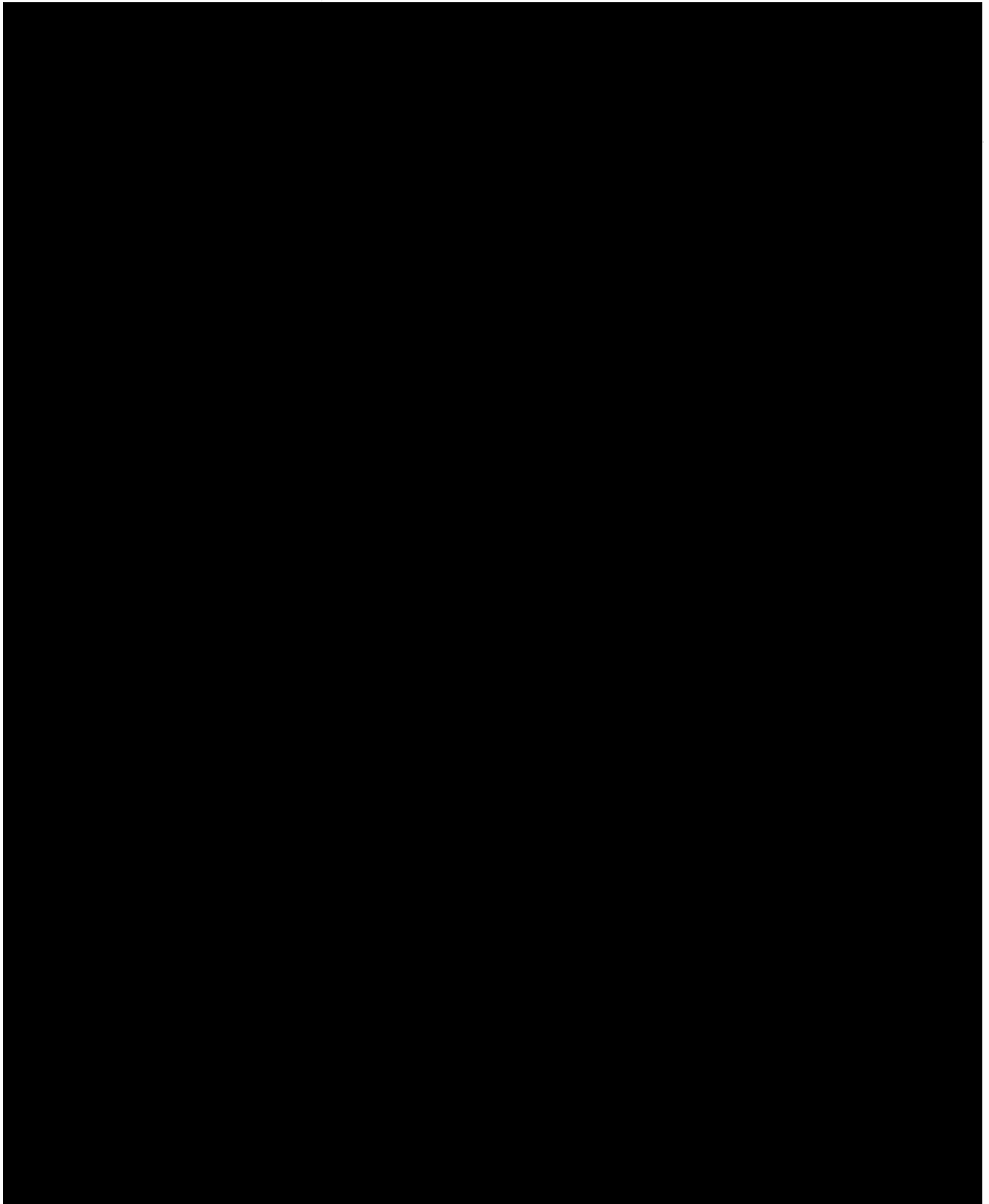
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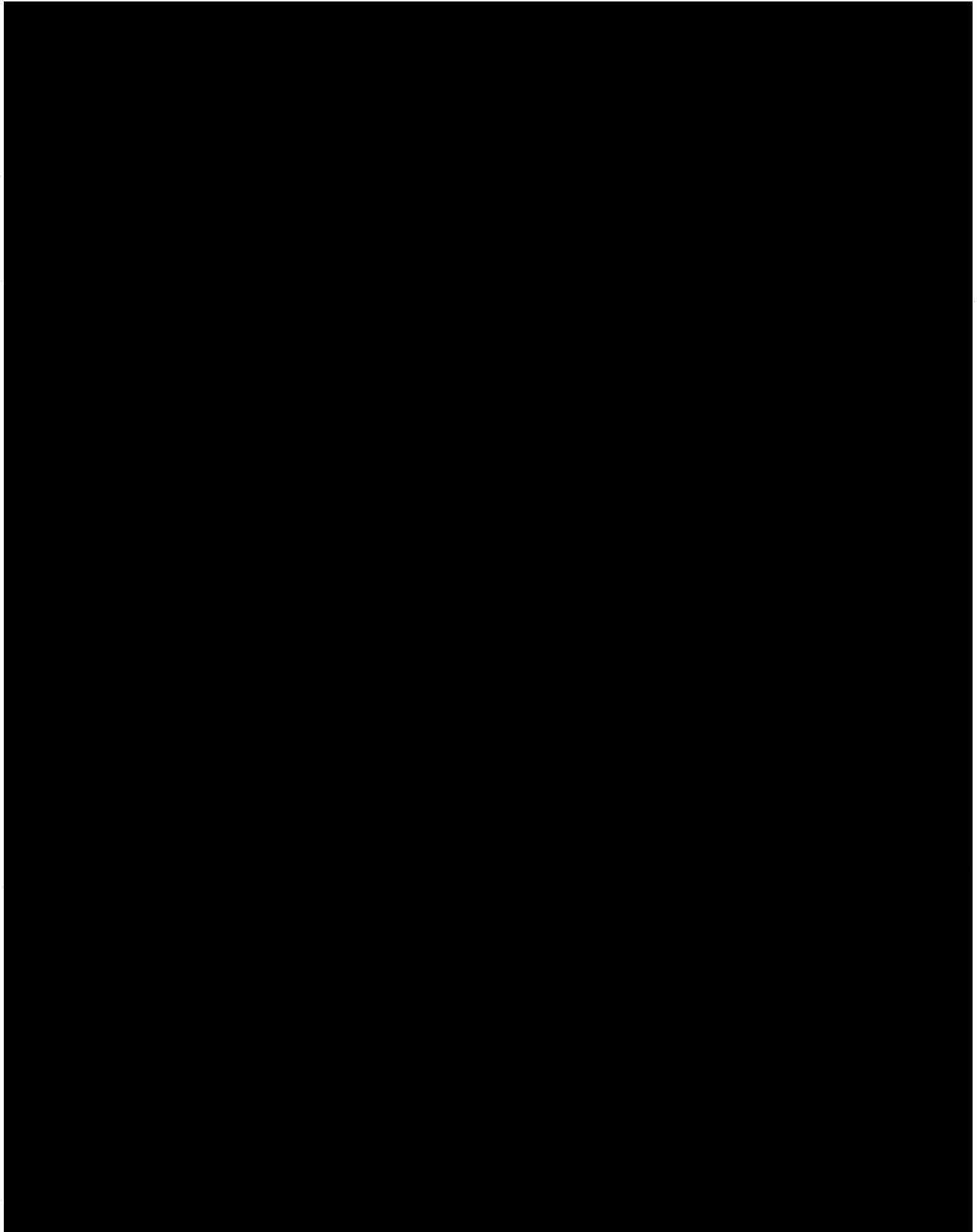
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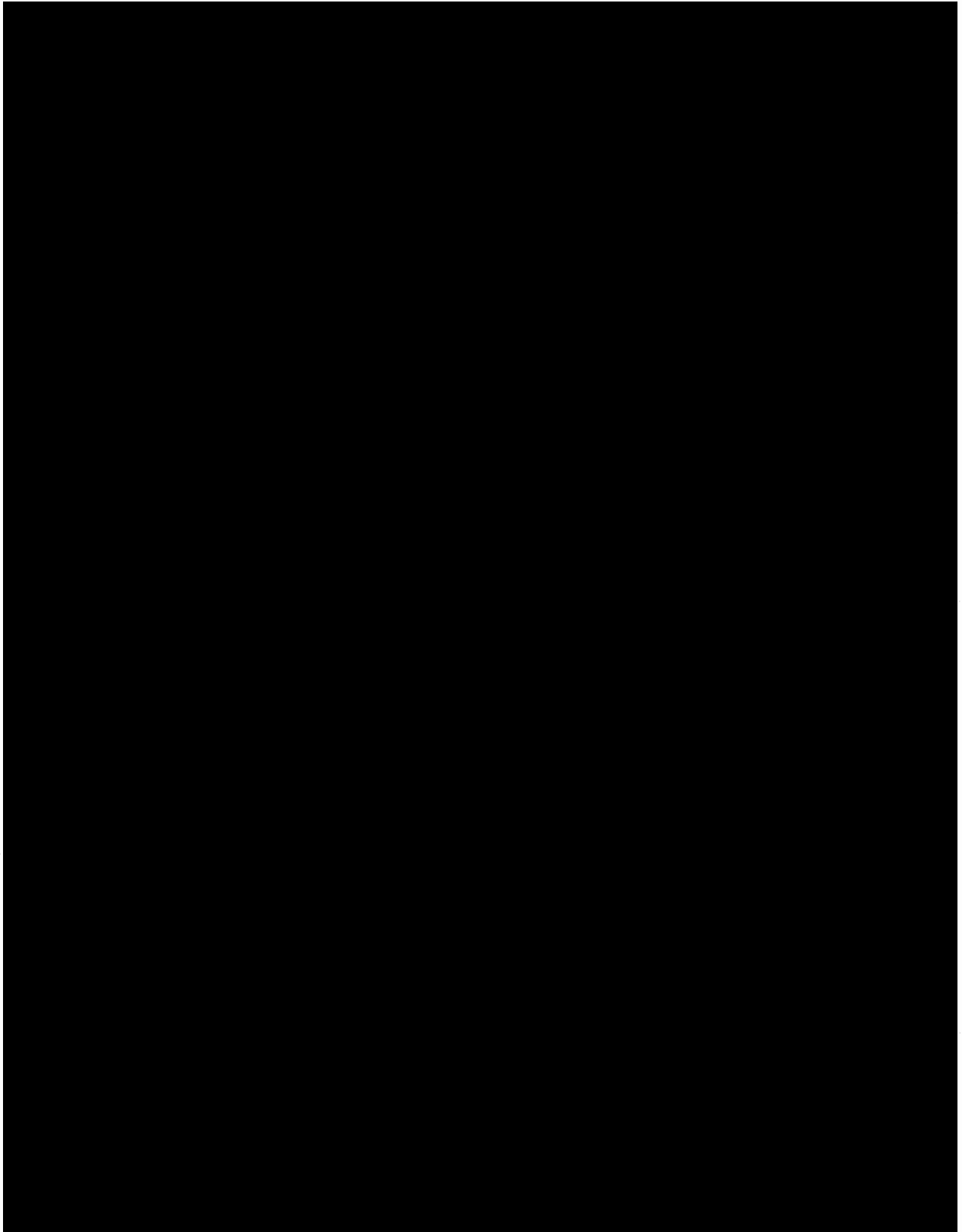
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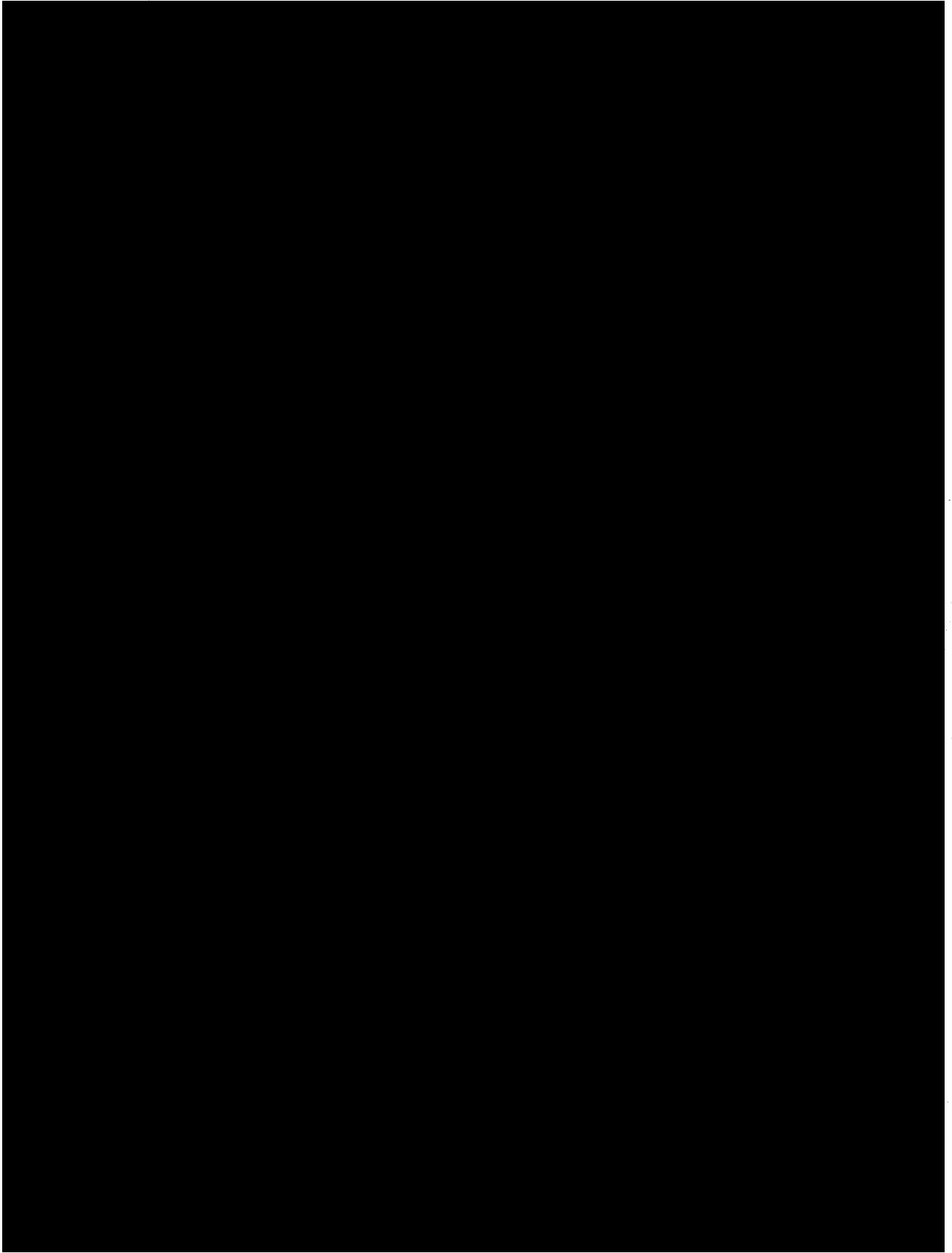
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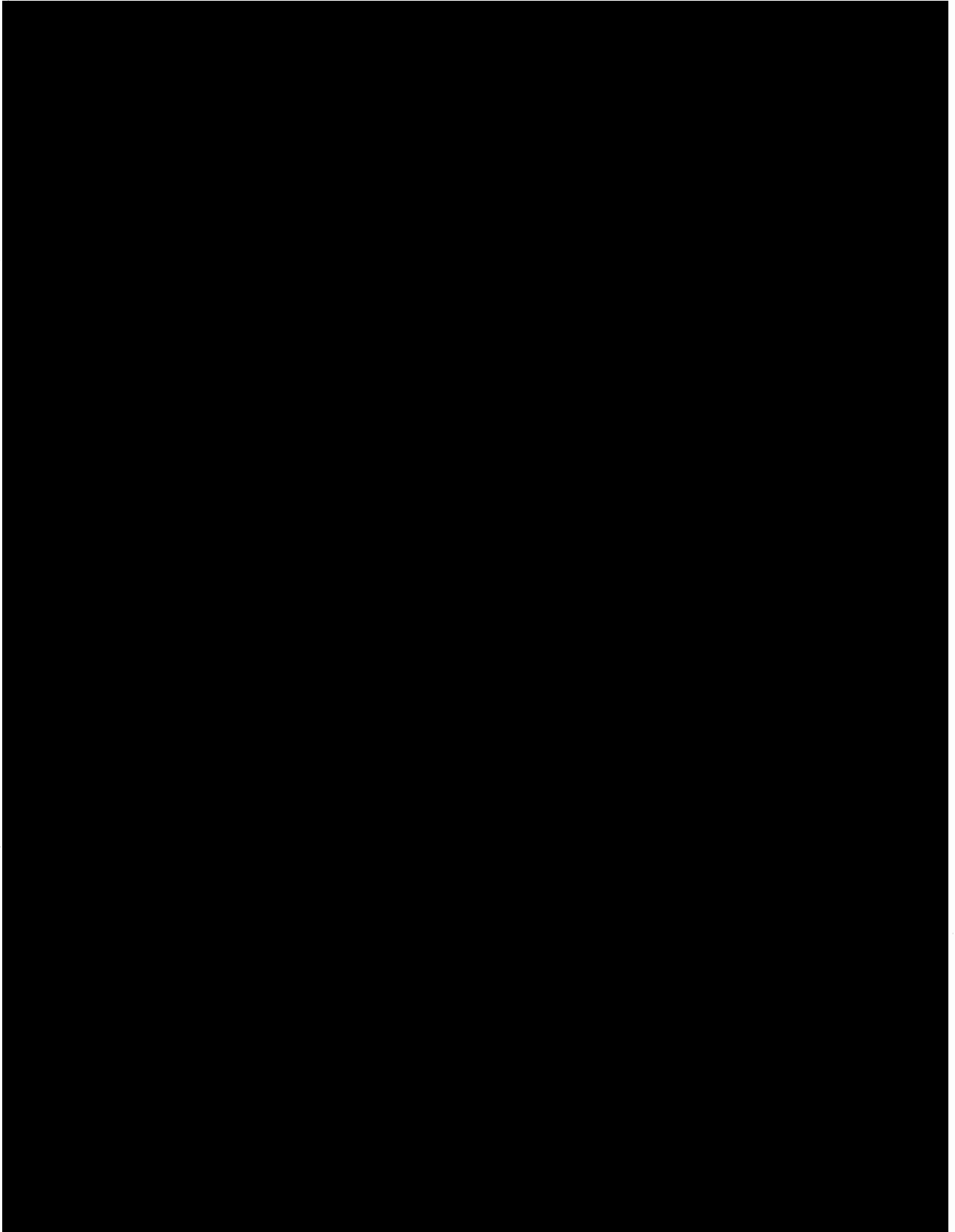
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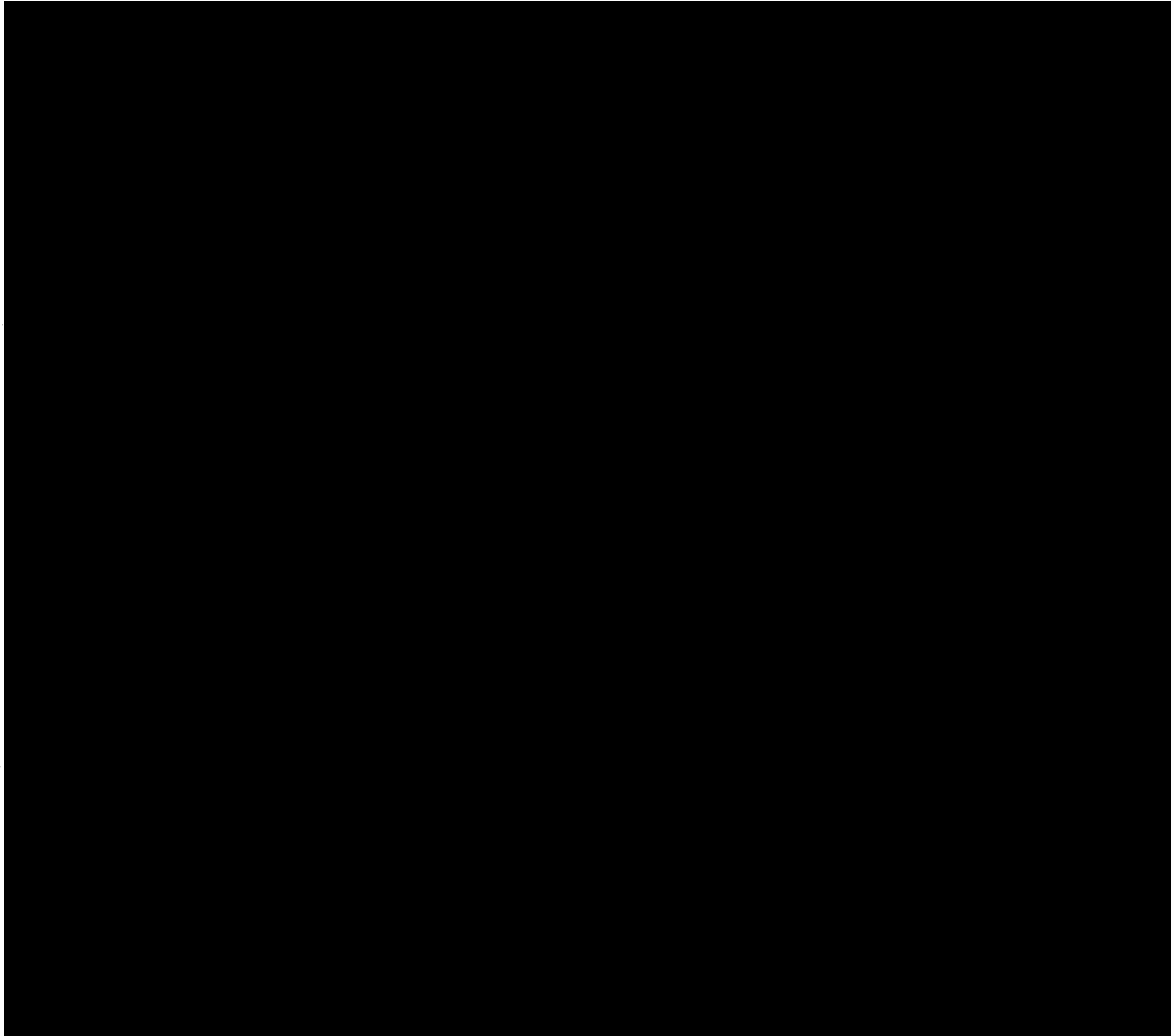
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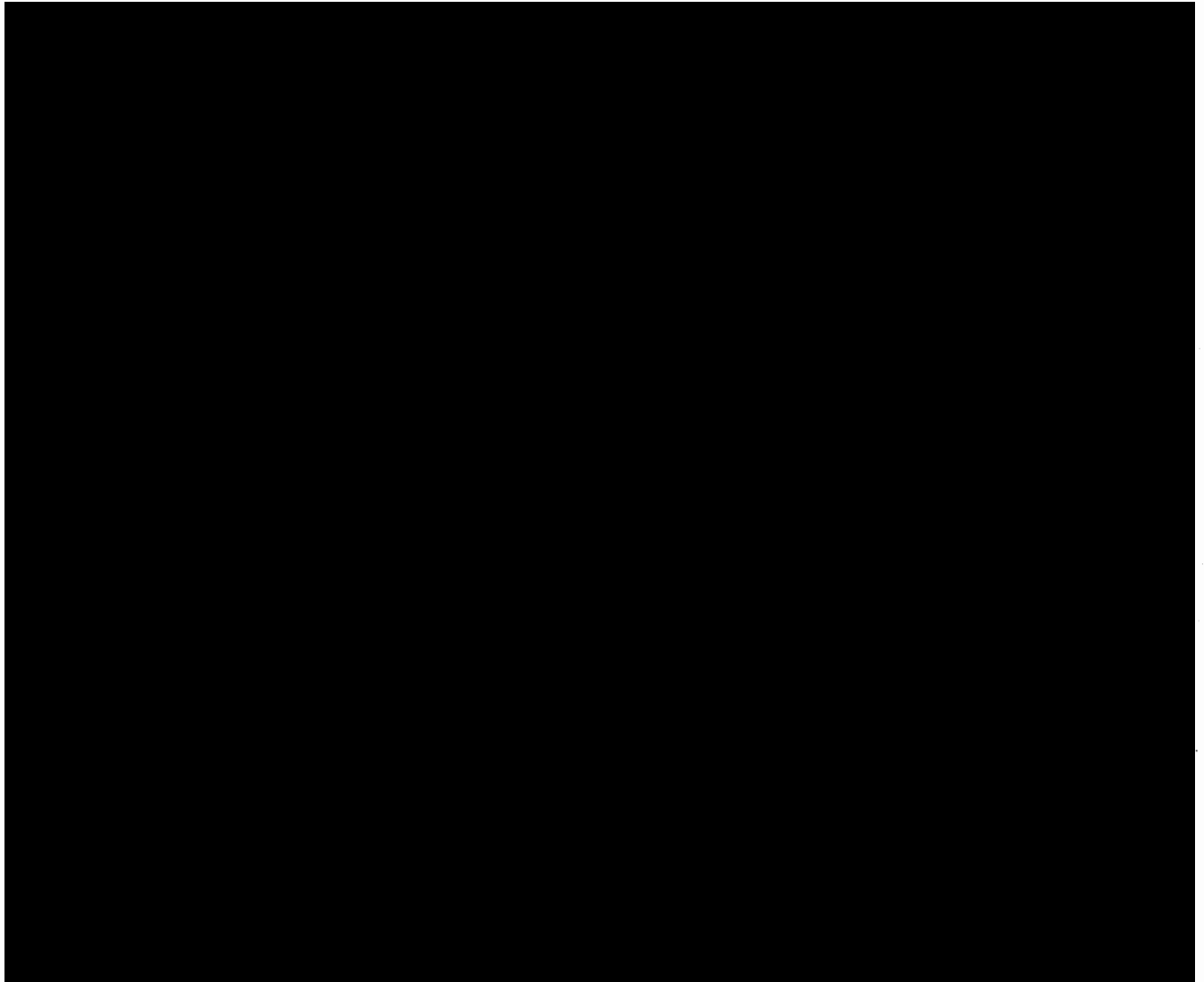


EXHIBIT A - SITE LICENSE AGREEMENT (SLA)

SLA No. _____

This Site License Agreement ("Site License") made this ____ day of _____,
_____ by and between _____ ("Licensor") and _____
("Licensee").

This Site License is referred to in the Master License Agreement between Licensor and Licensee, dated _____ ("Master License"). All of the terms and conditions of the Master License are incorporated herein by reference and made a part hereof. In the event of any contradiction, modification or inconsistency between the terms of the Master License and this Site License, the terms of this Site License shall prevail. Unless otherwise stated in this Site License, capitalized terms used in this Site License shall have the same meaning as defined in the Master License.

**LICENSOR, ITS AFFILIATES AND SUPPLIERS IN PROVIDING ANY SERVICE
HEREUNDER MAKE NO WARRANTIES EXPRESS OR IMPLIED, AND
SPECIFICALLY DISCLAIM ANY WARRANTY OF FITNESS FOR A PARTICULAR
PURPOSE.**

Site Name and Number
Municipality (City/Town/Village)

Site Address

Electric Circuit (line) No.

Electric Circuit Name

Tower/Structure No.

Site Latitude

Site Longitude

Access requirements

Site Conditions/Limitations

EXHIBIT A - SITE LICENSE AGREEMENT (SLA)

The Legal Description of the Premises and Property are attached as Exhibit 1 to this Site License.

The description of Licensee Equipment is shown on the Location Plan and Construction Drawings which are attached as Exhibit 2 to this Site License.

All required permits, approvals, easements, or licenses, which in the sole opinion of the Licensor are sufficient and appropriate for fulfilling the terms of the Master License, are attached as Exhibit 3 to this Site License.

The Term of this Site License is described in Section 5 of the Master License.

The Commencement Date of this Site License is described in Section 5 of the Master License.

Licensee shall pay Licensor an annual License Fee as described in, and as increased pursuant to, Section 6 of the Master License.

Licensor contact for emergencies:

Licensee contact for emergencies:

Billing (Invoicing) Address

Estimated Removal and Restoration Cost (as defined in Section 4 of the Master License):
Special provisions:

To the extent that Licensor owns the Property, Licensee is entitled access to the Premises throughout the Term, so long as Licensee is not in default of any term of the Master License and this Site License beyond the expiration of the applicable cure period.

REDACTED

EXHIBIT A - SITE LICENSE AGREEMENT (SLA)

Licensor:

Licensee:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Exhibit 1: Legal Description

Exhibit 2: Description of Licensee's Equipment (Location Plan,
Constructions Drawings)

Exhibit 3: Permits, Approvals, Easements, Licenses

Exhibit 4: Current Communications Uses of Site (including frequencies)

REDACTED

EXHIBIT B - REQUEST FOR RIGHT OF ENTRY

Date _____ Date Received _____

Name of Applicant _____

Address _____

Telephone: _____
Office Mobile

Fax: _____ E-mail: _____

Designated Agent (if applicable) _____

Address _____

Telephone: _____
Office Mobile

Fax: _____ E-mail: _____

Description of Proposed Facility: _____

Location of Interest:

City/Town: _____ State: _____

Nearest Street: _____

Description of Site (Transmission Structure No., existing communications antenna, vacant land, substation, etc.):

**TO COMPLETE YOUR REQUEST, PLEASE ATTACH A COPY OF A USGS LOCUS MAP
AND WRITTEN AUTHORIZATION FROM THE UNDERLYING LANDOWNER IF
LICENSOR'S RIGHTS ARE BY EASEMENT, LEASE OR LICENSE.**

REDACTED

EXHIBIT B (CONTINUED) - REPLY

Request Granted _____

Conditions Applicable to Entry (including time limitation on Right of Entry) _____

Request Denied _____

Reasons _____

EXHIBIT C - SITE APPLICATION

In accordance with Section 2 of the Master License Agreement by and between _____ (Licensor) and _____ (Licensee) dated _____, 20__, Licensee hereby submits to Licensor this Site Application and the agreed-upon Site Application Fee for the following Property:

Site Name and Number:

Site Address:

- _____ Site Application Fee in the amount of \$ _____ (attached)
- _____ Certificates of Insurance as required by Section 15 of the Master License Agreement (attached)
- _____ Test Description (attached)
Please provide information on vehicles and equipment involved, setup, proposed schedule, duration, type of test.
- _____ Plan or drawing (attached)
Please provide information sufficient to indicate anticipated relationships of testing vehicle/equipment to Licensor properties (including transmission lines).

Licensee acknowledges that this Site Application is limited to entry upon, inspection of, testing upon, in or around the Property described above.

On behalf of Licensee:

Name

Title

Date

Acknowledged by Licensor:

Name

Title

Date

EXHIBIT D
Monthly Occupancy Fees

National Grid Communications, Inc.

Right-of-Occupancy Agreement

General

Pricing in Section "A" below applies to the use of Narragansett Electric Company ("Licensor") transmission and communication towers/poles/structures by Licensee or Licensee's Sub-licensee.

Section A

Monthly occupancy fee pricing is based upon the following:

- (1) Occupancy fees apply for each of Licensee's or Sub-licensee's attachments on an individual tower/pole/structure ("Licensed Attachment") (e.g., there may be multiple Licensed Attachments, each Licensed Attachment on the tower having been authorized via a separate Site License Agreement, and thus, multiple occupancy fees due for said tower);
- (2) Except as provided under sub-section (8) below, occupancy fees for Licensed Attachments in the ranges shown below shall not be affected by the total number of Licensed Attachments (e.g., the occupancy fee for the first Licensed Attachment shall remain at the base level, with no discount, regardless of the total number of Licensed Attachments);
- (3) Except as provided under sub-section (8) below, volume discounts shall be applied to each Licensed Attachment in a given range (e.g., Licensed Attachment numbers 2-5 have \$400 discount, while Licensed Attachment numbers 6-10 have a \$560 discount/tower/month);
- (4) Except as provided under sub-section (8) below, volume discounts shall be applied for Licensed Attachments that meet or exceed the thresholds shown below (i.e., Attachment number 6, in the range 6-10);
- (5) Except as provided under sub-section (8) below, volume discounts shall be applicable prospectively, for Licensed Attachments that meet or exceed the minimum thresholds shown below, beginning the month immediately following the total number of Licensed Attachments meeting or exceeding said thresholds, and continuing so long as said threshold is met or exceeded;
- (6) A Licensed Attachment as applied in this Exhibit shall mean an attachment pursuant to a Site License Agreement for which the monthly occupancy fee has commenced; and

REDACTED

- (7) The monthly occupancy fee table below shall be adjusted in accordance with Section 6 of the Agreement.
- (8) Notwithstanding anything herein to the contrary, in the event Licensee does not have twenty-six (26) or more Licensed Attachments on the fifth (5th) anniversary of the execution date of this Agreement, all volume discounts contemplated under this Exhibit D shall be prospectively eliminated, and the pricing schedule shown in the table below shall be replaced with a single price of two thousand dollars (\$2,000) per month per Licensed Attachment, as adjusted in accordance with Section 6 of the Agreement, for all existing and future Licensed Attachments, regardless of number and when such Licensed Attachments were[are] installed.

**Monthly Occupancy Fees
GridCom**

Master License Agreement

Occupancy Fee	
Supplemental Agreement # (Licensed Attachment)	Monthly Occupancy Fee (applicable to each Licensed Attachment)
1	\$2,000
2 – 5	\$1,600
6-10	\$1,440
11-15	\$1,200
16-20	\$1,000
21-25	\$850
26 and above	\$750



Laura S. Olton
General Counsel

March 21, 2005

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk
Rhode Island Division of Public Utilities & Carriers
89 Jefferson Boulevard
Warwick, RI 02888

**RE: 2005 Service Contract between National Grid USA Service Company, Inc.
and The Narragansett Electric Company**

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of the Service Contract between National Grid USA Service Company, Inc. and The Narragansett Electric Company dated January 6, 2005. I certify that the enclosed documents are accurate copies of the Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

Laura S. Olton

Enclosures

cc: Paul Roberti, Esq.
Steve Scialabba, RI Division

NATIONAL GRID USA SERVICE COMPANY, INC.

**25 Research Drive
Westborough, Massachusetts 01582**

SERVICE CONTRACT

January 4, 2005

The Narragansett Electric Company
25 Research Drive
Westborough, MA 01582

National Grid USA Service Company, Inc. (hereinafter called Service Company) is a company engaged primarily in the rendering of services to companies in the National Grid USA holding-company system. The organization, conduct of business and method of cost allocation of the Service Company are designed to meet the requirements of Section 13 under the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated thereunder to the end that services performed by the Service Company for said associate companies will be rendered to them at cost, fairly and equitably allocated. Services will be rendered by Service Company only upon receipt from time to time of specific or general request therefor. Said requests may always be modified or canceled by you at your discretion. The parties hereto agree as follows:

1. The Service Company agrees to furnish you upon the terms and conditions herein set forth such of the services described in Schedule 1 hereto as you may from time to time request. Service Company will also furnish, if available, such services not described in Schedule 1 as you may request. Notwithstanding the foregoing the Service Company shall not furnish under this agreement any engineering, construction, or maintenance services for a nuclear generating plant.

2. The Service Company has and will maintain a staff trained and experienced in the provision of services of a general and administrative nature. In addition to the services of its own staff, Service Company will, after consultation with you concerning services to be rendered pursuant to your request, arrange for services of non-affiliated experts, consultants, accountants and attorneys.

3. All of the services rendered under this agreement will be at actual cost thereof. Direct charges will be made for services where a direct allocation of cost is possible. The methods of determining such costs and the allocation thereof are set forth in Schedule II hereto. These methods are reviewed annually and more frequently, if appropriate. Such methods may be modified or changed by Service Company without the necessity of an amendment of this agreement provided that in each instance all services rendered hereunder will be at actual cost thereof, fairly and equitably allocated, and all in accordance with the requirements of the Public

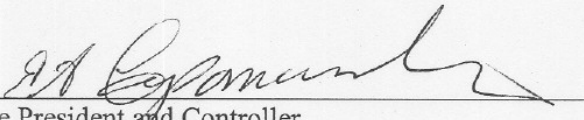
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Utility Holding Company Act of 1935 and the rules and regulations and orders thereunder. You will be advised from time to time of any material changes in such methods.

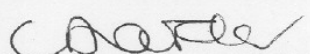
4. Bills will be rendered during the first week of each month covering amounts due for the month calculated on an estimated basis using the actual expenses incurred to the extent possible during the second previous month. This estimated amount would be adjusted on the bill to be rendered by the conclusion of the following month. Any amount remaining unpaid after fifteen days following receipt of the bill shall bear interest thereon from the date of the bill at an annual rate of 2% above the lowest interest rate then being charged by the Fleet Bank on 90 day commercial loans. Services will be performed hereunder for not more than one year commencing January 4, 2005, and continuing through December 31, 2005, unless terminated at an earlier date by either party giving thirty days' written notice to the other of such termination at the end of any month.

5. This agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. The agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance.

NATIONAL GRID USA SERVICE COMPANY, INC.

By: 
Vice President and Controller

Accepted 1/6/05, 2005

By 

SCHEDULE I

Description of Services Available from National Grid USA Service Company, Inc.

Accounting:

The keeping of accounts and collateral activities, including billing, payroll and customer relations; preparation of reports and preservation of records.

Auditing:

Periodic audits by Service Company auditors and the furnishing of reports and recommendations.

Construction:

Labor and equipment for construction and maintenance of electric properties. Assistance in obtaining, and supervision of, non-affiliated contractors.

Corporate and Corporate Records:

Cooperation with attorneys, officers and special counsel of associate companies on corporate matters, financing, regulation, contracts, claims and litigation. Services in connection with stockholders' and directors' meetings and keeping of corporate records.

Customer Services:

Services re policy development and functional direction of field business service departments, including rate application and training, plus specialized residential, commercial and industrial services.

Emergencies:

Assistance in emergency maintenance and restoration of utility service and in mobilization of personnel and equipment.

Employee Relations:

Service re labor relations, personnel, wage and salary schedules, employee training and safety and medical programs.

Engineering:

Civil, mechanical, electrical, and other engineering services; technical advice, design, installation, supervision, planning, research, testing, operation of communications, including microwave, and operation and maintenance of specialized technical equipment.

Executive and Administrative:

Consultation and services in management and administration of all aspects of electric utility business.

Information Systems:

Maintenance and operation of information systems and equipment for accounting, engineering, administration and other functions.

Insurance:

Development, placement and administration of insurance coverages and employee benefit programs, including group insurance and retirement annuities, property inspections and valuations for insurance.

Intellectual Property:

Filing applications, owning, licensing, and holding licenses for copyrights, patents, servicemarks, and trademarks for associated companies.

Properties:

Services re acquisition and disposition of properties; cooperation with attorneys of associate companies in title examinations and conveyancing; maintenance of property records; and making property inventories and valuations.

Power Supply:

Planning and other services for supply of electric power, and negotiation of contracts therefore.

Public Information and Relations:

Services re information to and relations with the public, including customers, security holders, employees, financial analysts, rating agencies and investment firms.

Purchasing and Stores:

Services re purchase and storing of materials, supplies and equipment.

Rates:

Review, design, interpretation, analysis and other services re rates and special contracts for sale of electricity.

Regulation:

Analysis of laws, rules and regulations and recommendations for action hereunder; handling of matters with regulatory and governmental authorities; preparation of applications and registrations.

Systems:

Establishing of accounting and other procedures and standards.

Taxes:

Service re federal, state and municipal taxes, preparation of returns and handling of audits and claims by taxing authorities.

Treasury and Statistical:

Services re financing of associate companies, both short and long-term, determination of capital needs, and preparation of financial and statistical reports.

SCHEDULE II

Determination of Cost and Allocation Thereof

Cost of service will be determined in accordance with the Public Utility Holding Company Act of 1935 and the rules and regulations and orders thereunder, and will include all costs of doing business incurred by the Service Company.

Records will be maintained for each Department and Division of the Service company in order to accumulate all costs of doing business and to determine the cost of service. These costs will include wages and salaries of employees and related expenses such as insurance, taxes, pensions and other employee welfare expenses, and rent, light, heat, telephone, supplies, and other housekeeping costs. In addition, records will be maintained of general administrative expenses, which will include the costs of operating the Service Company as a corporate entity.

Charges for services rendered and related expenses and non-personnel expenses (e.g., use of automotive equipment, etc.) will be billed directly to the serviced companies, either individually or, when the services performed are for a group of companies, by means of an equitable allocation formula. Each formula will have an appropriate basis such as customers, meters, employees, plant investments, inventories or operating revenues.

Charges for services will be determined from the time sheets of employees and will be computed on the basis of each employee's hourly rate plus a percentage factor to cover related expenses and general administrative expenses. Records of such related expenses and general administrative expenses will be maintained and subjected to periodic review.

Out-of-pocket expenses which are incurred for the serviced companies will be billed at cost. Charges for non-personnel expenses, such as for the use of automobiles, trucks and heavy equipment, will normally be computed on the basis of costs per hour or per mile.

Narragansett Electric

A **National Grid** Company



Laura S. Olton
General Counsel

March 21, 2005

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk
Rhode Island Division of Public Utilities & Carriers
89 Jefferson Boulevard
Warwick, RI 02888

RE: National Grid USA Money Pool Agreement

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of The National Grid USA Money Pool Agreement, effective March 17, 2005. I certify that the enclosed documents are accurate copies of the agreement.

The National Grid USA Money Pool ("Money Pool") is an arrangement by which short-term surpluses in the treasuries of some of the National Grid USA affiliates are used to meet the short-term borrowing needs of other affiliates provided such affiliates are eligible to borrow under applicable Securities and Exchange Commission ("SEC") Orders. The Narragansett Electric Company is eligible to participate as both a lender to, and a borrower from, the Money Pool. All borrowings under the Money Pool are for periods of 364 days or less. National Grid USA Service Company, Inc. ("Service Company") acts as agent for administration of the Money Pool. Service Company does not hold affiliate funds for its own account, but only as agent for the participating Money Pool members.

The Money Pool terms (as reflected in the Money Pool Agreement) have been approved, from time to time, by the SEC. In a recent Order dated September 30, 2004 (Release No. 35-27898), the SEC required modifications to the Money Pool terms. The Money Pool Agreement modifications comply with these new requirements. The new requirements relate to loan priority and the calculation of the applicable interest rate for borrowings and are driven by the SEC's current policy objectives that all money pool borrowers be treated similarly and that money pool interest rate provisions be consistent across registered holding company systems.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

Laura S. Olton

Enclosures

cc: Paul Roberti, Esq.
Steve Scialabba, RI Division

280 Melrose Street
Providence, RI 02907
401-784-7667 Fax: 401-784-4321
laura.olton@us.ngrid.com

TERMS OF THE NATIONAL GRID USA MONEY POOL

1. (a) The following Members of the Money Pool (the Pool) participate both as lenders to and borrowers from the Pool and are divided into two groups based on the order each Group's borrowing needs will be met as provided hereinafter:

Group I: Granite State Electric Company
Massachusetts Electric Company
Nantucket Electric Company
The Narragansett Electric Company
National Grid USA Service Company, Inc.
New England Electric Transmission Corporation
New England Power Company
Niagara Mohawk Power Corporation

Group II: New England Hydro-Transmission Electric Company, Inc.
New England Hydro-Transmission Corporation

- (b) The following Members may participate as lenders only:

National Grid USA
AEMC, L.L.C.
EUA Energy Investment Corporation
Metrowest Realty LLC
NEES Communications, Inc.
NEES Energy, Inc.
NEES Telecommunications Corp.
New England Energy Incorporated
New England Hydro Finance Company, Inc.
Wayfinder Group, Inc.
GridAmerica Holdings Inc.
GridAmerica LLC

- (c) Participation by any Member in the Money Pool is subject to the receipt by such Member of all federal or state regulatory approvals required for such participation, if any.
2. The Pool will be administered by National Grid USA Service Company, Inc. as Agent.
3. Each Member will determine each day on the basis of cash flow projections the amount of surplus funds it has available for contribution to the Pool (Surplus Funds).

4. (a) Each Member will lend its Surplus Funds to the Pool each day.
(b) National Grid USA will not lend funds to the Pool in excess of the amount authorized, from time to time, by its Board of Directors for loans to subsidiaries.
5. Each Member will receive as interest that fraction of the total interest received by the Pool equal to the ratio of the Surplus Funds the Member has lent to the total Surplus Funds in the Pool. Such interest will be computed on a monthly basis.
6. Each Member may withdraw for operational purposes any of its Surplus Funds at any time without notice.
7. All short-term borrowing needs of Members permitted to borrow from the Pool will be met by Surplus Funds in the Pool to the extent such funds are available.
8. (a) On any one day, loans will be made first to satisfy the borrowing needs of Group I borrowers who have made a borrowing request that day and borrowing needs of Group II borrowers will be met only after all the Group I borrowers' needs for that day have been met.
(b) Loan amount priority:
 - (1) loan requirements of \$1,000,000 or less will be met first;
 - (2) loans to borrowers with loan requirements of greater than \$1,000,000 will be made equally to each borrower until the needs of each is met.
9. (a) Borrowers will pay interest at a rate equal to the higher of:
 - (1) The monthly average of the rate for high grade 30-day commercial paper sold through dealers by major corporations as published in the Wall Street Journal. The rate to be used for weekends and holidays will be the next preceding published rate; or
 - (2) The monthly average of the rate then available to money pool depositors from an eligible investment in readily marketable money market funds or the existing short-term investment accounts maintained by pool depositors or the Agent during the period in question.

- (b) In the event neither rate is one that is permissible for a transaction because of constraints imposed by the state regulatory commission having jurisdiction over a utility participating in the transaction, then the rate shall be a rate that is permissible for the transaction determined under the requirements of that state regulatory commission.
10. Loans made by the Pool will be for periods of not exceeding 364 days, and may be, but need not be, evidenced by promissory notes; provided, however, that no loan period shall extend beyond the expiration of this agreement's term.
 11. All loans made by the Pool are payable on demand by the Agent.
 12. All loans made by the Pool may be prepaid by the borrower without penalty.
 13. If there are more Surplus Funds in the Pool than are necessary to meet the borrowing needs of the Members, the Agent will invest the excess on behalf of the Pool in:
 - (a) obligations issued or guaranteed by the United States of America;
 - (b) obligations issued or guaranteed by any person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States;
 - (c) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated for investment purposes at not less than "A" by Moody's Investors Service, Inc. or by Standard & Poor's Corporation;
 - (d) commercial paper rated not less than "P-2" by Moody's Investors Service, Inc., or not less than "A-2" by Standard & Poor's Corporation;
 - (e) certificates of deposit issued or banker's acceptances drawn on and accepted by commercial banks which are members of the Federal Deposit Insurance Corporation and which have a combined capital, surplus and undistributed profits of at least \$25,000,000;
 - (f) repurchase agreements with any such commercial bank secured by obligations issued or guaranteed by the United States of America or an instrumentality thereof; and
 - (g) such other instruments as are permitted by Massachusetts General Laws Chapter 164, section 17A, and regulations promulgated thereunder.
 14. Any Member may terminate its participation in the Pool at any time without notice.
 15. The term of this Money Pool agreement shall be 364 days. Upon the expiration of each 364 day term, this Money Pool agreement shall be automatically renewed for an additional term of 364 days; provided, that, such renewal term shall not apply to any Member that elects to terminate its participation in this agreement.

IN WITNESS WHEREOF, the Members have caused this agreement to be executed by their duly authorized representatives.

Granite State Electric Company

By _____
Its Assistant Treasurer

Massachusetts Electric Company

By _____
Its Assistant Treasurer

Nantucket Electric Company

By _____
Its Assistant Treasurer

The Narragansett Electric Company

By _____
Its Assistant Treasurer

National Grid USA Service Company, Inc.

By _____
Its Assistant Treasurer

New England Electric Transmission Corporation

By _____
Its Assistant Treasurer

New England Power Company

By _____
Its Assistant Treasurer

Niagara Mohawk Power Corporation

By _____
Its Assistant Treasurer

New England Hydro-Transmission Electric Company, Inc.

By _____
Its Assistant Treasurer

New England Hydro-Transmission Corporation

By _____
Its Assistant Treasurer

National Grid USA

By _____
Its Senior Vice President and Treasurer

AEMC, L.L.C.

By _____
Its President and Treasurer

EUA Energy Investment Corporation

By _____
Its President and Treasurer

Metrowest Realty LLC

By _____
Its Treasurer

NEES Communications, Inc.

By _____
Its Treasurer

NEES Energy, Inc.

By _____
Its President and Treasurer

NEES Telecommunications Corp.

By _____
Its Treasurer

New England Energy Incorporated

By _____
Its President and Treasurer

New England Hydro Finance Company, Inc.

By _____
Its Assistant Treasurer

Wayfinder Group, Inc.

By _____
Its President and Treasurer

GridAmerica Holdings Inc.

By _____
Its Treasurer

GridAmerica LLC

By _____
Its Treasurer

**AMENDMENT NO.1
TO MASTER LICENSE AGREEMENT**

Dated: April 22, 2005

Reference is made to that certain Master License Agreement between The Narragansett Electric Company ("Licensor") and National Grid Communications, Inc. ("Licensee"), executed February 19, 2003 (the "Agreement"). Unless otherwise defined herein, all capitalized terms in this Amendment No. 1 ("Amendment No. 1") shall have the meaning set forth in the Agreement.

WHEREAS, Licensor and Licensee desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements of Licensor and Licensee contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

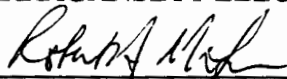
The first sentence of Section 5(b) of the Agreement is amended to read as follows:

"The initial term of any Site License shall be five (5) years (the "Initial Term") commencing upon the date mutually agreed by Licensor and Licensee and set forth in the Site License (the "Commencement Date")."

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by authorized representatives of Licensor and Licensee as of the date first above written.


Licensor:

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Robert H. McLane
Title: Sr VP & Treasurer

Licensee:

NATIONAL GRID COMMUNICATIONS, INC.

By: 
Name: DOUG WEST
Title: PRESIDENT



Laura S. Olton
General Counsel
Ocean State Division

March 31, 2006

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk
RI Division of Public Utilities & Carriers
89 Jefferson Boulevard
Warwick, RI 02888

**RE: 2006 Service Contract between National Grid USA Service Company, Inc.
and The Narragansett Electric Company**

Dear Ms. Massaro:

On March 27, 2006, the Division of Public Utilities and Carriers acknowledged receipt of the Service Contract between National Grid USA Service Company, Inc. and The Narragansett Electric Company, dated January 1, 2006 ("Service Agreement") filed in conformance with R.I.G.L. 39-3-28. In its letter, the Division requested that the Company provide a summary of the substantive differences between this Service Agreement and previous service contracts that existed between the companies.

The revisions to the Service Agreement are non-substantive and were designed to (i) reflect the repeal of the Public Utility Holding Company Act of 1935 ("PUHCA"), effective February 2006, and (ii) document the existing allocation methodologies approved by the U.S. Securities and Exchange Commission under PUHCA. Section II of the Service Agreement contains a more detailed summary of the authorized allocation methods currently in use regarding certain expenditures. None of these modifications give rise to changes in how National Grid USA Service Company, Inc. allocates costs to Narragansett Electric under the Service Agreement.

Thank you for your attention to this response. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

Laura S. Olton

cc: Thomas F. Ahern, Division Administrator
John Spirito, Jr., Esq.
Paul Roberti, Esq.
Steve Scialabba, Division Chief Accountant



Laura S. Olton
General Counsel
Rhode Island

April 3, 2007

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk
RI Division of Public Utilities & Carriers
89 Jefferson Boulevard
Warwick, RI 02888

**RE: 2007 Service Contract between National Grid USA Service Company, Inc.
and The Narragansett Electric Company**

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of the Service Contract ("Agreement") between National Grid USA Service Company, Inc. and The Narragansett Electric Company dated April 1, 2007. I certify that the enclosed documents are accurate copies of the Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

A handwritten signature in blue ink that reads "Laura S. Olton".

Laura S. Olton

Enclosures

cc: Paul Roberti, Esq.
Steve Scialabba, RI Division

NATIONAL GRID USA SERVICE COMPANY, INC.

**25 Research Drive
Westborough, Massachusetts 01582**

SERVICE CONTRACT

April 1, 2007

The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

National Grid USA Service Company, Inc. (hereinafter called Service Company) is a company engaged primarily in the rendering of services to companies in the National Grid USA holding company system. The organization, conduct of business and method of cost allocation of the Service Company are designed to result in the performance of services and the provision of goods economically and efficiently for the benefit of associate companies at cost, fairly and equitably allocated among such companies. Services will be rendered by Service Company only upon receipt from time to time of specific or general requests therefor. Said requests may always be modified or canceled by you at your discretion. The parties hereto agree as follows:

1. The Service Company agrees to furnish you upon the terms and conditions herein set forth such of the services described in Schedule I hereto as you may from time to time request. Service Company will also furnish, if available, such services not described in Schedule I as you may request. Notwithstanding the foregoing, the Service Company shall not furnish under this agreement any engineering, construction, or maintenance services for a nuclear generating plant.

2. The Service Company has and will maintain a staff trained and experienced in the provision of services of a general and administrative nature. In addition to the services of its own staff, Service Company will, after consultation with you concerning services to be rendered pursuant to your request, arrange for services of non-affiliated experts, consultants, accountants and attorneys.

3. All of the services rendered under this agreement will be at actual cost thereof. Direct charges will be made for services where a direct allocation of cost is possible. The methods of determining such costs and the allocation thereof are set forth in Schedule II hereto. These methods are reviewed annually and more frequently, if appropriate. Such methods may be modified or changed by Service Company without the necessity of an amendment of this agreement provided that in each instance all services rendered hereunder will be at actual cost thereof, fairly and equitably allocated. You will be advised from time to time of any material changes in such methods.

4. Bills will be rendered during the first week of each month covering amounts due for the month calculated on an estimated basis using the actual expenses incurred to the extent possible during the second previous month. This estimated amount would be adjusted on the bill to be rendered by the conclusion of the following month. Any amount remaining unpaid after fifteen days following receipt of the bill shall bear interest thereon from the date of the bill at an annual rate of 2% above the lowest interest rate then being charged by the Bank of America on 90 day commercial loans. The effective date of this agreement shall be April 1, 2007; services will be performed under this agreement through March 31, 2008, unless terminated at an earlier

date by either party giving thirty days' written notice to the other of such termination at the end of any month.

5. This agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. This agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. Cost allocations and the methods of allocation provided herein may also be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, to the extent applicable, FERC determinations regarding the allocation of costs shall be dispositive.

NATIONAL GRID USA SERVICE COMPANY, INC.

By: Robert D. Seega
Title: Assistant Treasurer

Accepted: The Narragansett Electric Company
Michael F. Brown

By President, RI Distribution
Title:

SCHEDULE I

Description of Services Available from National Grid USA Service Company, Inc.

Accounting:

The keeping of accounts and collateral activities, including billing, payroll and customer relations; preparation of reports and preservation of records.

Auditing:

Periodic audits by Service Company auditors and the furnishing of reports and recommendations.

Construction:

Labor and equipment for construction and maintenance of properties. Assistance in obtaining, and supervision of, non-affiliated contractors.

Corporate and Corporate Records:

Cooperation with attorneys, officers and special counsel of associate companies on corporate matters, financing, regulation, contracts, claims and litigation. Services in connection with stockholders' and directors' meetings and keeping of corporate records.

Customer Services:

Services re policy development and functional direction of field business service departments, including rate application and training, plus specialized residential, commercial and industrial services.

Emergencies:

Assistance in emergency maintenance and restoration of utility service and in mobilization of personnel and equipment.

Employee Relations:

Service re labor relations, personnel, wage and salary schedules, employee training and safety and medical programs.

Engineering:

Civil, mechanical, electrical, and other engineering services; technical advice, design, installation, supervision, planning, research, testing, operation of communications, including microwave, and operation and maintenance of specialized technical equipment.

Executive and Administrative:

Consultation and services in management and administration of all aspects of utility business.

Information Systems:

Maintenance and operation of information systems and equipment for accounting, engineering, administration and other functions.

Insurance:

Development, placement and administration of insurance coverages and employee benefit programs, including group insurance and retirement annuities, property inspections and valuations for insurance.

Intellectual Property:

Filing applications, owning, licensing, and holding licenses for copyrights, patents, servicemarks, and trademarks for associated companies.

Properties:

Services re acquisition and disposition of properties; cooperation with attorneys of associate companies in title examinations and conveyancing; maintenance of property records; and making property inventories and valuations.

Power Supply:

Planning and other services for supply of electric power, and negotiation of contracts therefore.

Public Information and Relations:

Services re information to and relations with the public, including customers, security holders, employees, financial analysts, rating agencies and investment firms.

Purchasing and Stores:

Services re purchase and storing of materials, supplies and equipment.

Rates:

Review, design, interpretation, analysis and other services re rates and special contracts .

Regulation:

Analysis of laws, rules and regulations and recommendations for action hereunder; handling of matters with regulatory and governmental authorities; preparation of applications and registrations.

Systems:

Establishing of accounting and other procedures and standards.

Taxes:

Service re federal, state and municipal taxes, preparation of returns and handling of audits and claims by taxing authorities.

Treasury and Statistical:

Services re financing of associate companies, both short and long-term, determination of capital needs, and preparation of financial and statistical reports.

SCHEDULE II

Determination of Cost and Allocation Thereof

Records will be maintained for each Department and Division of the Service Company in order to accumulate all costs of doing business and to determine the cost of service. These costs will include wages and salaries of employees and related expenses such as insurance, taxes, pensions and other employee welfare expenses, and rent, light, heat, telephone, supplies, and other housekeeping costs. In addition, records will be maintained of general administrative expenses, which will include the costs of operating the Service Company as a corporate entity.

Charges for services rendered and related expenses and non-personnel expenses (e.g., use of automotive equipment, etc.) will be billed directly to the serviced companies, either individually or, when the services performed are for a group of companies, by means of an equitable allocation formula. Each formula will have an appropriate basis such as customers, meters, employees, plant investments, inventories, or operation and maintenance expenses. Specific allocation ratios, implementing allocation methods previously authorized by the Securities and Exchange Commission, are described further below.

Charges for services will be determined from the time sheets of employees and will be computed on the basis of each employee's hourly rate plus a percentage factor to cover related expenses and general administrative expenses. Records of such related expenses and general administrative expenses will be maintained and subjected to periodic review.

Out-of-pocket expenses which are incurred for the serviced companies will be billed at cost. Charges for non-personnel expenses, such as for the use of automobiles, trucks and heavy equipment, will normally be computed on the basis of costs per hour or per mile.

Summary of Authorized Allocation Methods¹

Microwave air line circuit miles

A ratio based on the total microwave air line circuit miles as of the end of the prior fiscal year for the systems of the applicable National Grid operating companies. The numerator for this ratio is the total microwave air line circuit miles for each applicable company, and the denominator is the total of all microwave air line circuit miles for all applicable companies combined. This data is updated annually.² This allocation method is currently used to allocate charges incurred by Service Company in

¹ The parties agree that each approved Allocation Methodology described below may be applied to any appropriate Service Company Department(s) based on the nature of the specific Allocation Methodology.

² The update frequencies reflected in this Schedule II reflect current practice, but are subject to change at the election of Service Company.

the operation of the National Grid system's shared microwave radio transmission system.

Number of employees

A ratio based on the sum of the number of employees as of the end of the prior fiscal year, the numerator of which reflects the number of employees for each applicable National Grid system company or Service Company Department, and the denominator of which reflects all employees for the National Grid system companies, including the Service Company, combined. This ratio is updated annually. Costs for Service Company employees are reallocated based on how Service Company personnel charged their time to National Grid system companies in the prior year. Currently, this allocation method is used primarily to allocate costs in the Employee Relations and Labor Relations Departments of the Service Company among all National Grid system companies.

Number of customers

A ratio based on the number of ultimate customers, as of the end of the prior fiscal year, for those National Grid system companies that have ultimate customers. For the allocation of electric distribution-related costs, the numerator is the number of ultimate electric distribution customers of each applicable company, and the denominator is the total number of ultimate electric distribution customers of all applicable companies combined. For the allocation of gas distribution-related costs, the numerator is the number of ultimate gas distribution customers of each applicable company, and the denominator is the total number of ultimate gas distribution customers of all applicable companies combined. The data to establish customer counts is updated annually. This allocation method is currently used to allocate costs of the following Service Company Departments: Customer Service and Load Management, Billing Insertion and Mailing, Customer Information Services, Northborough Facilities Group, Customer Service Center Account Processing, and Credit and Collections Operations.

Number of meters in service

A ratio based on the number of meters of ultimate customers, as of the end of the prior fiscal year, in each of the National Grid system companies that have ultimate customers. For the allocation of electric distribution-related costs, the numerator of this ratio is the number of electric meters for each applicable company, and the denominator is the total of all such electric meters in all applicable companies combined. For the allocation of gas distribution-related costs, the numerator of this ratio is the number of gas meters for each applicable company, and the denominator is the total of all such gas meters in all applicable companies combined. For the allocation of combined electric and gas distribution-related costs, the numerator of this ratio is the total number of electric meters and gas meters for each applicable company, and the denominator is the total of all such electric meters and gas meters in all applicable companies combined. The data establishing number of meters is updated annually. This allocation methodology is currently used to allocate costs incurred in the Service Company's Meter Testing Laboratory.

Number of aerial devices (including utility vehicle aerial lifts and buckets)

A ratio based on the number of assigned aerial devices (such as, for example, utility vehicle aerial lifts and buckets) per the applicable National Grid system operating company as of the end of the prior fiscal year. The numerator is the number of such aerial devices for the applicable National Grid system operating company, and the denominator is the total number of such aerial devices for all National Grid system operating companies combined. The data to establish the number of aerial devices is updated annually. This allocation method is currently used to allocate certain costs of the Engineering Laboratory of the Service Company.

Number of Rubber Gloves

A ratio based on the number of rubber glove users in each National Grid system company for the prior fiscal year, the numerator of which is the number of rubber glove users in the applicable National Grid system company, and the denominator of which is the total number of rubber glove users for all National Grid system companies combined. Amounts that would be allocated to the Service Company are reallocated based on how Service Company personnel using rubber gloves charged their time to such National Grid system companies in the prior year. The data to establish the number of rubber glove users is updated annually. This allocation method is currently used to allocate certain costs associated with the Engineering Laboratory of the Service Company.

Operation and Maintenance Expenses

A methodology based on the dollar amount, for the prior fiscal year, of the operation and maintenance ("O&M") expenses (excluding transmission of electricity by others as applicable), including customer accounts, customer service and information, and sales expenses, if applicable, for those National Grid system companies that have such expenses. Following are the ratios used to implement this methodology.

Combined electric transmission and distribution O&M expenses:

The numerator is the amount of electric transmission and distribution operation and maintenance expenses (excluding transmission of electricity by others), customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses for all National Grid system companies combined..

Electric transmission-only O&M expenses:

The numerator is the amount of transmission-only operations and maintenance expenses (excluding transmission of electricity by others), incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

Electric distribution-only O&M expenses:

The numerator is the amount of electric distribution-only operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

Gas distribution-only O&M expenses:

The numerator is the amount of gas distribution-only operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined. This ratio is not currently in use; however, Service Company may elect to employ this ratio in the future.

Combined electric and gas distribution O&M expenses:

The numerator is the amount of electric and gas distribution operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

The data for calculation of these ratios is updated annually.

This allocation method is a general allocation method to be used when other allocation methods are deemed less reflective of the value of the benefits received by the National Grid system company(ies) serviced. This method is used to calculate allocation ratios for various possible combinations of National Grid system companies that may benefit from such services.

Budgeted transmission/distribution operation and maintenance expenditures

A methodology based on the dollar amount of budgeted transmission /distribution operation and maintenance expenditures for the prior fiscal year of each National Grid system company having such expenditures. The numerator is the budgeted transmission /distribution operation and maintenance expenditure amount for each applicable company, and the denominator is the total budgeted transmission /distribution operation and maintenance expenditure amount for all applicable companies combined. This data is updated annually. This allocation method is currently used to allocate charges for Service Company personnel incurred in connection with general supervision of electric distribution and/or electric transmission functions or operations among the applicable National Grid system companies.

Budgeted transmission/distribution capital expenditures

A methodology based on the dollar amount of budgeted transmission /distribution capital expenditures for the prior fiscal year of each National Grid system company having such expenditures. The numerator is the budgeted transmission /distribution capital expenditures amount for each applicable company, and the denominator is the total budgeted transmission /distribution capital expenditures amount for all applicable companies combined. This data is updated annually. This allocation method is currently used to allocate electric distribution and/or electric transmission function costs for the various Service Company Engineering Departments such as the Engineering Laboratory, Substation Design, Meter Engineering, Asset Strategy and Performance, and Underground Engineering and Operations.

Average of number of purchase orders issued, number of checks processed and inventory balances

A ratio based on the combined averages of invoices processed, purchase orders issued and 13 month average inventory balances by National Grid system companies for the prior fiscal year³. The numerator is the combined averages of invoices processed, purchase orders issued and 13 month average inventory balances for the applicable National Grid system company, and the denominator is the combined averages of invoices processed, purchase orders issued and 13 month average inventory balances for all National Grid system companies combined. The calculation of averages is updated annually. This allocation methodology is currently used to allocate costs associated with the Supply Chain and Accounts Payable Departments of the Service Company. Amounts that would be allocated to the Service Company are reallocated based on how Service Company personnel charged their time to National Grid system companies in the prior year.

Total billings to associated companies for services rendered (excluding convenience payments)

A ratio based on the dollar amount of the Service Company charges for services rendered (excluding convenience payments) to associated companies in the National Grid system for the prior fiscal year, the numerator of which is the total amount charged to the applicable National Grid system company, and the denominator of which is the total amount charged to all National Grid system companies. The data for these charges is updated annually. This allocation method is used to allocate Service Company's

³ Such combination is calculated as follows. Three averages are calculated: the total number of invoices for each National Grid system company, divided by the total number of invoices for all such companies combined; the total number of Purchase Orders for each National Grid system company, divided by the total number of Purchase Orders for all such companies combined; and the average inventory balance for each National Grid system company, divided by the total average inventory of all such companies combined. These three averages are summed and the final result is then divided by three.

administrative and general service costs that are not strictly operating company costs and are therefore allocated among all of the National Grid system companies. The charges that would be allocated to the Service Company are reallocated based on the prior year average of time charged by Service Company personnel to the applicable National Grid system company.

Materials and supplies issues

A ratio based on the dollar amount of inventory issues to each applicable National Grid system operating company (including, but not limited to, the dollar amount of issues for capitalized meters and transformers.) The numerator is the number of inventory issues during the prior 13 months for the applicable National Grid system operating company, and the denominator is the number of inventory issues during the prior 13 months, for all applicable National Grid system operating companies combined. The data is updated on a quarterly basis. This allocation method is used to allocate Service Company materials and supplies costs among the applicable National Grid system operating companies. When used in connection with costs and inventory associated with National Grid's New England Central Distribution Centers, this ratio is used to allocate costs solely among National Grid's New England operating companies.

Inventory, less fuel

A ratio based on the total dollar amount of inventory other than fuel inventory held by each of National Grid's direct or indirect subsidiaries that maintain inventory. The numerator is the total dollar amount of such inventory for the applicable subsidiary, and the denominator is the total dollar amount of inventory for all these subsidiaries combined. This method has typically been used to allocate costs in the Materials Management Department of the Service Company. This allocation method is not currently in use; however, Service Company may elect to employ this method in the future.

Number of purchase orders

A ratio based on the number of purchase orders issued for each National Grid system company during the previous fiscal year, the numerator of which is the number of such purchase orders for the applicable National Grid system company, and the denominator of which is the total number of such purchase orders issued for all National Grid system companies combined. This allocation methodology is not presently in use; however, Service Company may elect to employ this method in the future.

Archive space occupied

A ratio based on the square footage occupied per National Grid system company during the prior fiscal year in archive space of the National Grid system, the numerator of which is the square footage occupied by the applicable National Grid system company, and the denominator of which is the total square footage of all such archive space of the

National Grid system. This occupancy data is updated annually. This allocation methodology is not currently in use; however, Service Company may elect to employ this method in the future.

Department specific costs

Data Center – An allocation ratio for each National Grid system company is derived from the amount of mainframe resources used by Service Company applications charged to each such National Grid system company using a predetermined application allocation basis as appropriate for the application in question and selected from the methodologies described in this Schedule II (e.g. the predetermined allocation basis for payroll related systems is the “Number of Employees” allocation methodology). The numerator for this ratio is the amount of resources charged to the applicable National Grid system company, and the denominator is the amount of total resources charged to all National Grid system companies combined. This calculation is updated annually or when significant business events materially alter existing mainframe resources. This ratio is used to allocate the costs associated with the Data Center among all National Grid system companies.

Facilities , Grounds and Buildings – To derive the allocation ratio for these costs, the time charged to the National Grid system companies by Service Company Departments that use the National Grid facilities located in Westborough, MA is weighted by the amount of square footage occupied by each such Department at the Westborough facilities. This ratio is used to allocate the costs associated with the National Grid Westborough facilities among those National Grid system companies serviced by Service Company Departments that use the National Grid Westborough facilities. This calculation is revised annually.

Mid Range Servers – An allocation ratio for each National Grid system company is derived from the amount of Mid Range resources used by Service Company applications charged to each such National Grid system company using a predetermined application allocation basis as appropriate for the application in question and selected from the methodologies described in this Schedule II (e.g. the predetermined allocation basis for payroll related systems is the “Number of Employees” allocation methodology.) The numerator for this ratio is the amount of resources charged to the applicable National Grid system company, and the denominator is the amount of total resources charged to all National Grid system companies combined. This calculation is updated annually or when significant business events materially alter existing Mid Range resources. This ratio is used to allocate the costs associated with the Service Company’s Mid Range Servers among all National Grid system companies.

Millbury Training Center – An allocation ratio is calculated for each National Grid system company based on the amount of time charged, in the prior fiscal year, to each such National Grid system company by the Service Company Departments that utilize the Millbury Training Center facility. The numerator for this ratio is the amount of

such time charged to the applicable National Grid system company, and the denominator is the amount of such time charged to all National Grid system companies combined. This calculation is updated annually. This ratio is used to allocate costs associated with the property which houses the Millbury Training Center located in Millbury, MA among all National Grid system companies.

Transportation Supervision - A ratio based on budgeted transportation costs for the prior fiscal year for each National Grid system company having such costs. The numerator is the amount of such budgeted transportation costs for each applicable company, and the denominator is the total amount of budgeted transportation costs for all applicable companies combined. Data for this calculation is updated annually. This ratio is used to allocate Transportation Department general supervision charges.

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 13, 2007 (this "Agreement"), by and between National Grid Communications, Inc., a Massachusetts corporation ("Assignor"), and Wayfinder Group, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, reference is made to the Membership Interest Purchase Agreement, dated as of April 27, 2007, by and among LT LLC, a Delaware limited liability company f/k/a WGN Acquisition LLC, National Grid USA, a Delaware corporation, and National Grid Wireless Holdings, Inc., a Massachusetts corporation (the "Purchase Agreement"); capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

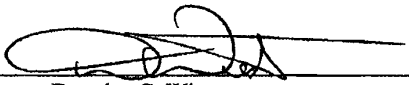
WHEREAS, Section 7.18 of the Purchase Agreement contemplates that, prior to the Closing, Assignor will assign and transfer to Assignee or its designee all of the rights, privileges and obligations of the contracts listed in Exhibit A attached hereto (together with any schedules, exhibits, appendices, supplements and amendments thereto, the "Pylons Contracts") pursuant to which Assignor has rights to license space on electric utility transmission and communications towers and those contracts with customers pursuant to which Assignor sublicenses that space so that its customers may attach wireless communications antennas and related equipment, including all Liabilities with respect thereto, and Assignee or its designee will accept and assume all of the rights, privileges and obligations of Assignor under the Pylons Contracts, including all Liabilities with respect thereto;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

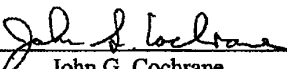
1. Assignment. Assignor hereby assigns and transfers to Assignee all of the rights, privileges and obligations of each of the Pylons Contracts, including all Liabilities with respect thereto, and Assignee hereby accepts such assignment and transfer.
2. Assumption. Assignee hereby assumes all of the Liabilities of Assignor under each of the Pylons Contracts, and agrees to pay, honor, perform and discharge (as the case may be) when due such Liabilities.
3. Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments, consents and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.
4. Miscellaneous. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered
by a duly authorized officer of each party hereto as of the date first above written.

NATIONAL GRID COMMUNICATIONS, INC.

By: 
Name: Douglas C. Wiest
Title: President

WAYFINDER GROUP, INC.

By: 
Name: John G. Cochrane
Title: President

The undersigned hereby consent to and acknowledge the assignment of all rights,
privileges and obligations of Assignor under the Pylons Contracts, including all liabilities
with respect thereto, to Assignee.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name: Edward J. Dienst
Title: Senior Vice President

THE NARRAGANSETT ELECTRIC COMPANY

By: _____
Name: Edward J. Dienst
Title: Senior Vice President

NEW ENGLAND POWER COMPANY

By: _____
Name: Lawrence J. Reilly
Title: Vice President

[rest of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered
by a duly authorized officer of each party hereto as of the date first above written.

NATIONAL GRID COMMUNICATIONS, INC.


By: _____
Name: Douglas C. Wiest
Title: President

WAYFINDER GROUP, INC.

By: _____
Name: John G. Cochran
Title: President

The undersigned hereby consent to and acknowledge the assignment of all rights,
privileges and obligations of Assignor under the Pylons Contracts, including all liabilities
with respect thereto, to Assignee.

MASSACHUSETTS ELECTRIC COMPANY

By: 
Name: Edward J. Dienst
Title: Senior Vice President

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Edward J. Dienst
Title: Senior Vice President

NEW ENGLAND POWER COMPANY

By: _____
Name: Cheryl A. LaFleur
Title: Vice President

[rest of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered
by a duly authorized officer of each party hereto as of the date first above written.

NATIONAL GRID COMMUNICATIONS, INC.

By: _____
Name: Douglas C. Wiest
Title: President

WAYFINDER GROUP, INC.

By: _____
Name: John G. Cochrane
Title: President

The undersigned hereby consent to and acknowledge the assignment of all rights,
privileges and obligations of Assignor under the Pylons Contracts, including all liabilities
with respect thereto, to Assignee.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name: Edward J. Dienst
Title: Senior Vice President

THE NARRAGANSETT ELECTRIC COMPANY

By: _____
Name: Edward J. Dienst
Title: Senior Vice President

NEW ENGLAND POWER COMPANY

By: Cheryl A. LaFleur
Name: Cheryl A. LaFleur
Title: Vice President

[rest of this page intentionally left blank]

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Edward J. Dienst
Title: Senior Vice President

Exhibit A

Pylons Contracts

Name of Document	NGW Entity	Customer or Licensor Name	Date of Agreement
Master License Agreement	National Grid Communications, Inc.	New England Power Company	01/16/03; amended 4/22/05
Wireless Facilities Right-of-Occupancy Agreement	National Grid Communications, Inc.	Niagara Mohawk Power Corporation	10/04/02; amended 1/9/03
Master License Agreement	National Grid Communications, Inc.	Massachusetts Electric Company	07/24/03; amended 4/22/05
Master License Agreement	National Grid Communications, Inc.	Narragansett Electric Company	02/19/03; amended 4/22/05
Master Tower Space Reservation and License Agreement	National Grid Communications, Inc.	AT&T Wireless PCS, LLC - n/k/a New Cingular Wireless PCS, LLC	2/28/03
New York Wireless Facilities Right-of-Occupancy Agreement	National Grid Communications, Inc.	AT&T Wireless PCS, LLC - n/k/a New Cingular Wireless PCS, LLC	8/26/03
Wireless Facilities Right-of-Occupancy Agreement	National Grid Communications, Inc.	Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless	3/12/04
Tower Space Reservation and License Agreement	National Grid Communications, Inc.	Nextel Communications of the Mid-Atlantic, Inc. d/b/a Nextel Communications	12/23/04
Master Tower Space Reservation and License Agreement	National Grid Communications, Inc.	Sprint Spectrum L.P.	4/3/03
Master Tower Space Reservation and License Agreement	National Grid Communications, Inc.	Cellco Partnership, d/b/a Verizon Wireless; New Hampshire RSA 2 Partnership, d/b/a Verizon Wireless; NYNEX Mobile Limited Partnership 1, d/b/a Verizon Wireless; Pittsfield Cellular Telephone Company; Vermont RSA Limited Partnership, d/b/a Verizon Wireless; Verizon Wireless Messaging Services, L.L.C., d/b/a Veri-	10/6/03

		zon Wireless and Bell Atlantic Mo- bile of Massachu- setts Corporation LTD, d/b/a Verizon Wireless	
Wireless Facilities Right-of- Occupancy Agreement	National Grid Com- munications, Inc.	Clearwire LLC	9/28/05
New York Wireless Facilities Right-of-Occupancy Agreement	National Grid Com- munications, Inc.	Independent Wire- less One Leased Realty Corporation (IWO)	6/29/05
New York Wireless Facilities Right-of-Occupancy Agreement	National Grid Com- munications, Inc.	Omnipoint Facili- ties Network 2, LLC; Omnipoint Com- munications, Inc.	12/5/03
New York Wireless Facilities Right-of-Occupancy Agreement	National Grid Com- munications, Inc.	Cricket Communi- cations, Inc.	undated
Master Tower Space Reservation & License Agreement	National Grid Com- munications, Inc.	Omnipoint Hold- ings, Inc	6/17/2003



Laura S. Olton
General Counsel
Rhode Island

October 3, 2007

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk
RI Division of Public Utilities & Carriers
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Mutual Assistance Agreement
KeySpan Corporate Services, LLC Service Agreement
KeySpan Engineering & Survey, Inc. Service Agreement**

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of the following Agreements dated October 1, 2007, entered into by The Narragansett Electric Company ("Narragansett Electric") resulting from the merger between National Grid and KeySpan:

- (1) Mutual Assistance Agreement;
- (2) KeySpan Corporate Services, LLC Service Agreement; and
- (3) KeySpan Engineering & Survey, Inc. Service Agreement

I certify that the enclosed documents are accurate copies of these Agreements.

The Service Contract between Narragansett Electric and National Grid USA Service Co., Inc., filed with the Division on April 3, 2007 remains unchanged.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

A handwritten signature in blue ink that reads "Laura S. Olton".

Laura S. Olton

Enclosures

cc: Paul Roberti, Esq.
Steve Scialabba, RI Division

MUTUAL ASSISTANCE AGREEMENT

Dated as of October 1, 2007

WHEREAS, the undersigned companies (individually, a Company, and together, the Companies) are each an operating utility, or perform services for an operating utility, and are an affiliated company within the National Grid USA system,

WHEREAS, each of the Companies from time to time have required and may continue to require assistance and services in connection with utility-related operations and to ensure that assets and equipment are maintained and perform in accordance with good utility practice,

WHEREAS, each of the Companies may find it from time to time economic and efficient to obtain from one another such needed services and assistance, and to provide the same to one another at cost,

NOW, THEREFORE, the Companies enter into this Mutual Assistance Agreement.

COVENANTS

1. Each Company will, to the extent possible, respond to requests from any other Company for specific or general assistance and services. Such requests may be modified or canceled by the requesting Company and may be refused by the responding Company.

2. Requests for assistance and services shall generally be for the types of services set forth in Exhibit A, attached hereto and incorporated by reference.

3. All assistance and services rendered under this Mutual Assistance Agreement will be at actual cost thereof. Direct charges will be made for assistance and services. Exhibit B sets forth how cost of service is determined and record keeping.

4. Bills for assistance and services will be rendered as soon as practicable after the close of each month. Bills shall be paid as promptly as practicable following receipt.

5. This Mutual Assistance Agreement is subject to modification or termination at any time to the extent that its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction thereover. This Agreement is furthermore subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and performance.

6. This Agreement shall be in effect through March 31, 2008.

7. Massachusetts Electric Company, Nantucket Electric Company, The Narragansett Electric Company, Granite State Electric Company, New England Power Company, New England

Electric Transmission Corporation, New England Hydro-Transmission Corporation, New England Hydro-Transmission Electric Company, Inc., and Niagara Mohawk Power Corporation mutually agree that the Mutual Assistance Agreement effective through calendar year 2007 is hereby terminated.

8. Any number of counterparts of this Mutual Assistance Agreement may be executed, and each shall have the same force and effect as an original instrument, as if all parties to all counterparts had signed the same instrument. After the effective date hereof, any new or existing operating company or service company that is a direct or indirect subsidiary of National Grid USA may become a party to this Mutual Assistance Agreement by executing and delivering a signed and dated counterpart hereof.

[Signatures start on following page.]

MASSACHUSETTS ELECTRIC COMPANY

By: Robert G. Seega
Name: Robert G. Seega
Title: Assistant Treasurer

NANTUCKET ELECTRIC COMPANY

By: Robert G. Seega
Name: Robert G. Seega
Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY

By: Robert G. Seega
Name: Robert G. Seega
Title: Assistant Treasurer

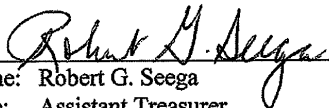
GRANITE STATE ELECTRIC COMPANY

By: Robert G. Seega
Name: Robert G. Seega
Title: Assistant Treasurer

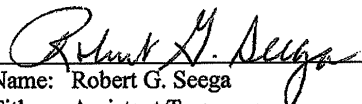
NEW ENGLAND POWER COMPANY

By: Robert G. Seega
Name: Robert G. Seega
Title: Assistant Treasurer

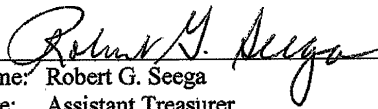
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

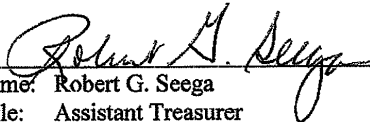
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

BOSTON GAS COMPANY

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

ESSEX GAS COMPANY

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

COLONIAL GAS COMPANY

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

ENERGYNORTH NATURAL GAS, INC.

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

KEYSPAN GAS EAST CORPORATION

By: AC Bereche
Name: Alfred C. Bereche
Title: Secretary

THE BROOKLYN UNION GAS COMPANY

By: Ronald J. Macklin
Name: Ronald J. Macklin
Title: Assistant Secretary

KEYSPAN ELECTRIC SERVICES, LLC

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

KEYSPAN GENERATION LLC

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

KEYSPAN ENGINEERING & SURVEY, INC.

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

KEYSPAN UTILITY SERVICES LLC

By: AC Bereche
Name: Alfred C. Bereche
Title: Assistant Secretary

Exhibit A

Description of Assistance and Services Available

Construction and Maintenance

Manpower and equipment for construction, extension, improvement, maintenance or repair of utility properties.

Emergencies

Assistance in emergency maintenance and restoration of utility service and in mobilization of personnel and equipment.

Engineering

Engineering services; technical advice, design, installation, supervision, planning, research, testing, operation of communications, and operation and maintenance of specialized technical equipment.

Stores

Services re storing of materials, supplies and equipment.

Miscellaneous

Consulting and monitoring services; land and/or real facilities rentals related to utility operations; reimbursement of convenience expenses.

Exhibit B

Determination of Cost of Service

Cost of service will include all costs of doing business incurred by the providing Company.

Records will be maintained for each unit of the providing Company in order to accumulate all costs of doing business and to determine the cost of service. These costs will include wages and salaries of employees and related expenses such as insurance, taxes, pensions and other employee welfare expenses, and general administrative costs.

Charges for services rendered and related expenses and non-personnel expenses (e.g., use of automotive equipment, etc.) will be billed directly to the requesting Company.

Charges for services will be determined from the time sheets of employees and will be computed on the basis of each employee's hourly rate plus a percentage factor to cover related expenses and general administrative expenses. Records of such related expenses and general administrative expenses will be maintained and subjected to periodic review.

Out-of-pocket expenses which are incurred for the requesting Company will be billed at cost. Charges for non-personnel expenses, such as for use of automobiles, trucks and heavy equipment, will normally be computed on the basis of costs per hour or per mile.

KeySpan Corporate Services LLC

SERVICE AGREEMENT

This Service Agreement ("Agreement") dated as of October 1, 2007 by and between KeySpan Corporate Services LLC ("KCS"), a New York limited liability company and each of the companies listed on Schedule A hereto (individually a "Client Company" and collectively, the "Client Companies"). KCS and the Client Companies may each be referred to herein as a "Party," and collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, KCS is an indirect wholly owned subsidiary of National Grid USA ("National Grid") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "Act");

WHEREAS, KCS is now deemed a Traditional Centralized Service Company, as defined under the Act and the provisions promulgated thereunder by the Federal Energy Regulatory Commission ("FERC"), and was an approved and authorized service company pursuant to Section 13(b) of the former Public Utility Holding Company Act of 1935, and the regulations promulgated thereunder; and

WHEREAS, KCS and the Client Companies desire for KCS to provide, and the Client Company to accept, the services provided for hereunder in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1
SERVICES

1.1 Services Offered. Exhibit I to this Agreement describes the services that KCS offers to furnish to a Client Company (in accordance with the terms and conditions set forth herein) upon written request of such Client Company. In addition to the services described in Exhibit I hereto, KCS may also provide a Client Company with such special services, as may be requested by such Client Company in writing, which the Service Company concludes it is able to perform. In supplying services hereunder to a Client Company, KCS may arrange, where it deems appropriate, for the services of such experts, consultants, advisers and other persons with necessary qualifications as are required for, or pertinent to, the performance of such services.

1.2 Services Selected.

(a) Each Client Company shall make its initial selection of the services set forth in Section 1.1 above that it agrees to receive from KCS by providing KCS an executed service request in the form set forth in Exhibit II.

(b) By December 1 of calendar year, KCS shall send an annual service proposal to each Client Company listing the services proposed for the next calendar year. By December 31, each Client Company shall notify KCS in writing of the services it elects to receive from KCS during the next calendar year.

1.3 Modification of Services. A Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program or work order provided that (i) such amendment or alteration which results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by KCS, (ii) the cost for the services covered by the activity, project, program or work order shall include any expense incurred by KCS as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (iii) no amendment, alteration or rescission of an activity, project, program or work order shall release a Client Company from liability for all costs already incurred by or contracted for by KCS pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed. Any request made by a Client Company pursuant to this Section 1.3 shall be in writing to KCS and shall take effect on the first day of the first calendar month which is at least thirty (30) days after the day that the Client Company sent the written notice to KCS.

1.4 Service Receipt Limitations.

(a) Each of the companies listed on Schedule B hereto agree that:

(i) They will not incur a charge hereunder except in accordance with their respective state and the rules, regulations and orders of their respective state Public Service Commission or its equivalent promulgated thereunder; and

(ii) They will not seek to reflect in rates any cost incurred hereunder to the extent disallowed by their respective state Public Service Commission or its equivalent.

(b) Notwithstanding anything in this Agreement to the contrary, KCS and the companies listed on Schedule B hereto agree that because of the agreements set forth in Section 1.4(a) above, such companies listed on Schedule B will not accept services from KCS hereunder if the cost to be charged for such services differs from the amount of the charges such companies are permitted to incur under their respective state and the rules, regulations and orders of their respective state Public Service Commission or its equivalent promulgated thereunder.

ARTICLE 2
COMPENSATION AND BILLING

2.1 Compensation. As and to the extent required by law, KCS shall provide the services hereunder at cost. Exhibit I hereto set forth the rules KCS shall use for determining and allocating costs to the Client Companies. KCS shall advise the Client Companies from time to time of any material change in the method of assignment or allocation of costs hereunder.

2.2 Invoices. By the 20th day of each month, KCS shall render a monthly bill to each Client Company which shall reflect the billing information necessary to identify the costs charged for the services KCS provided in the preceding month. A Client Company shall pay its

invoice by check, wire transfer or money pool transaction to KCS (at the account designated by KCS) within 30 days after receiving the invoice. If an invoice is not paid by the 30th day after the invoice is received (the "Due Date"), the Client Company shall pay interest on any amount outstanding after the Due Date at the current money pool rate.

ARTICLE 3
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective on the date hereof, subject to receipt of all required federal or state regulatory approvals.

3.2 Termination. This Agreement shall continue in full force and effect with respect to KCS and a Client Company until (a) terminated by the Client Company upon sixty (60) days advance written notice to KCS, or (b) terminated by KCS upon sixty (60) days advance written notice to a Client Company. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the Act, or with any rule, regulation or order of the FERC adopted before or after the date of this Service Agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Modification. Except as set forth in Article 2 and Sections 1.3, 3.2 and 4.4, no amendment or other modification of this Agreement shall be effective unless made in writing and executed by all of the Parties to this Agreement.

4.2 Notices. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To KCS:

KeySpan Corporate Services LLC
One MetroTech Center
Brooklyn, New York 11201

To Client Company:

The name and address of the person designated in writing to KCS on the date the Client Company executes this Agreement.

4.3 Accounts. All accounts and records of KCS shall be kept in accordance with the rules and regulations promulgated by FERC pursuant to the Act, in particular, the record retention requirements and the Uniform System of Accounts for Service Companies in effect from and after the date hereof. Upon request, KCS shall permit a Client Company reasonable access to the accounts and records of KCS relating to the services performed for such Client Company hereunder.

4.4 Additional Client Companies. After the effective date of this Agreement, any new or existing direct or indirect subsidiary of National Grid may become an additional Client Company under this Agreement by becoming a signatory to this Agreement.

4.5 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.6 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third party beneficiary rights in any person. No provision of this Agreement shall create any rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement except as expressly provided for thereunder.

4.7 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


4.9 Entire Agreement. This Agreement including the exhibits referred to herein or therein, constitutes the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. KCS and each Client Company may enter into non-binding service level agreements (as described more fully in KCS' policies and procedures manual), the purpose of which will be to set forth in general terms the shared service expectations between KCS and the Client Company as a managerial tool to facilitate matching the Client Companies needs to the capabilities of KCS. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement.

4.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

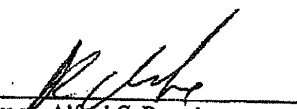
4.11 Assignment. KCS shall not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of the Client Companies, such consent not to be unreasonably withheld. A Client Company shall not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of KCS. This Agreement shall inure to the benefit and shall be binding upon the Parties and their permitted successors and assigns.

IN WITNESS WHEREOF, KCS and the Client Companies have caused this Service Agreement to be signed by their respective duly authorized officers as of the date first above written.

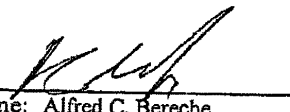
KeySpan Corporate Services LLC

By: 
Name: Michael A. Walker
Title: Vice President and
Deputy General Counsel

KeySpan Corporation

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: _____
Name: Ronald J. Macklin
Title: Assistant Secretary

KeySpan Generation LLC

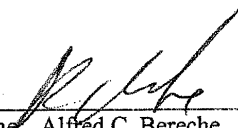
By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

IN WITNESS WHEREOF, KCS and the Client Companies have caused this Service Agreement to be signed by their respective duly authorized officers as of the date first above written.

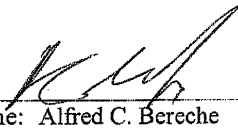
KeySpan Corporate Services LLC

By: _____
Name: Michael A. Walker
Title: Vice President and
Deputy General Counsel

KeySpan Corporation

By:  _____
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By:  _____
Name: Alfred C. Bereche
Title: Assistant Secretary

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: _____
Name: Ronald J. Macklin
Title: Assistant Secretary

KeySpan Generation LLC

By:  _____
Name: Alfred C. Bereche
Title: Assistant Secretary

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Deputy General Counsel


KeySpan Corporation

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

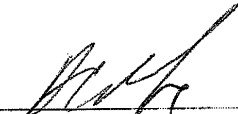
The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: 
Name: Ronald J. Macklin
Title: Assistant Secretary


KeySpan Generation LLC

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

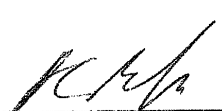
KeySpan Electric Services LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Services, Inc., and its subsidiaries

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

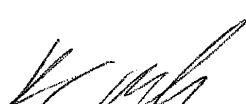
KEDC Holdings Corp., and its subsidiaries

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

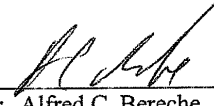
KeySpan Energy Corporation

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

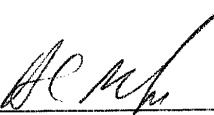
KeySpan Ravenswood, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Ravenswood Services, Corp.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

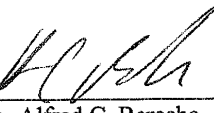
KeySpan Energy Trading Services LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

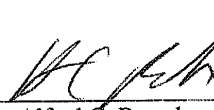
Boston Gas Company d/b/a KeySpan Energy
Delivery New England

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

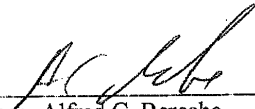
Colonial Gas Company d/b/a KeySpan Energy
Delivery New England

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

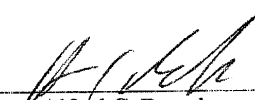
Essex Gas Company d/b/a KeySpan Energy
Delivery New England

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


EnergyNorth Natural Gas Company d/b/a
KeySpan Energy Delivery New England

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan MHK, Inc.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

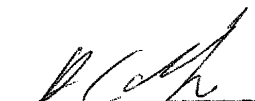
KeySpan Technologies, Inc., and its subsidiaries

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

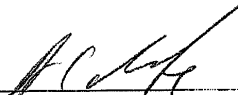
KeySpan Utility Services LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

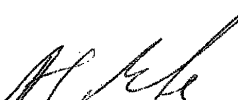
KeySpan Engineering & Survey, Inc.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan – Glenwood Energy Center, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan – Port Jefferson Energy Center, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Energy Services Inc.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Energy Supply, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Exploration and Production, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


Massachusetts Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


Nantucket Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


The Narragansett Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

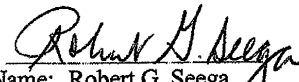
Granite State Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

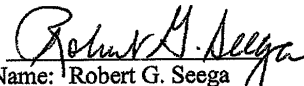
New England Power Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


New England Electric Transmission
Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

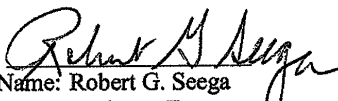
New England Hydro-Transmission Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

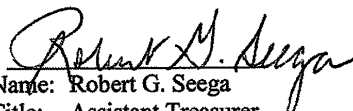
New England Hydro-Transmission Electric
Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Niagara Mohawk Power Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

National Grid USA Service Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

NEES Energy, Inc.

By: Frances M. Skypeck
Name: Frances M. Skypeck
Title: Assistant Treasurer

New England Hydro Finance Company, Inc.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Metrowest Realty LLC

By: _____
Name: Shannon M. Larson
Title: President

National Grid Transmission Services
Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

New England Energy Incorporated

By: _____
Name: Peter G. Flynn
Title: Vice President


Patience Realty Corp.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

NEES Energy, Inc.

By: _____
Name: Frances M. Skyeck
Title: Assistant Treasurer

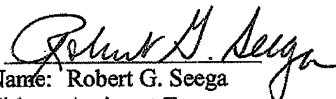
New England Hydro Finance Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Metrowest Realty LLC

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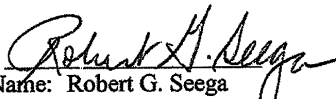
National Grid Transmission Services
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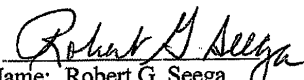
New England Energy Incorporated

By: Peter G. Flynn
Name: Peter G. Flynn
Title: Vice President


Patience Realty Corp.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Prudence Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Valley Appliance and Merchandising Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Wayfinder Group, Inc.

By: _____
Name: Christopher E. Root
Title: Vice President

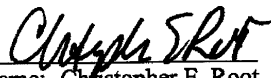
Prudence Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Valley Appliance and Merchandising Company

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Wayfinder Group, Inc.

By: 
Name: Christopher E. Root
Title: Vice President

Schedule A

KeySpan Corporation
KeySpan Gas East Corporation d/b/a KeySpan Energy Delivery Long Island
The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York
KeySpan Generation LLC
KeySpan Electric Services LLC
KeySpan Services, Inc. and all of its subsidiaries
KEDC Holdings Corp. and all of its subsidiaries
KeySpan Energy Corporation
KeySpan Engineering & Survey, Inc.
KeySpan Ravenswood, LLC
KeySpan Ravenswood Services Corp.
KeySpan Energy Trading Services LLC
Boston Gas Company d/b/a KeySpan Energy Delivery New England
Colonial Gas Company d/b/a KeySpan Energy Delivery New England
Essex Gas Company d/b/a KeySpan Energy Delivery New England
EnergyNorth Natural Gas, Inc. d/b/a KeySpan Energy Delivery New England
KeySpan MHK, Inc.
KeySpan Technologies, Inc.
KeySpan Utility Services LLC
KeySpan – Glenwood Energy Center, LLC
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KeySpan Energy Services Inc.
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Massachusetts Electric Company
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New England Hydro-Transmission Electric Company, Inc.
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Metrowest Realty LLC
National Grid Transmission Services Corporation
New England Energy Incorporated
Patience Realty Corp.
Prudence Corporation
Valley Appliance and Merchandising Company
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Schedule B

KeySpan Gas East Corporation d/b/a KeySpan Energy Delivery Long Island
The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York
Boston Gas Company d/b/a KeySpan Energy Delivery New England
Colonial Gas Company d/b/a KeySpan Energy Delivery New England
Essex Gas Company d/b/a KeySpan Energy Delivery New England
EnergyNorth Natural Gas Company d/b/a KeySpan Energy Delivery New England

EXHIBIT I

Description of Services, Cost Accumulation, Assignment, Allocation Methodologies and Policies and Procedures for KCS

A. Description of Services Offered by KeySpan Corporate Services

1. Corporate Affairs

Provide services in support of corporation strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations and communications, programs and administration of corporate philanthropic and community affairs programs, creative and production services and media relations.

2. Customer Services

Provide services and systems dedicated to customer service, including meter reading and billing, remittance, credit, collections, customer relations, customer communication and advocacy, call center operations, customer offices and field operations, revenue protection and customer strategy.

3. Environmental Services

Provide consulting, assessment, investigation, remediation and other activities as required by Client Companies to ensure full compliance with applicable environmental statutes and regulations, permitting, licensing, due diligence, waste management, emergency response and laboratory operations.

4. Executive and Administrative

Advise and assist Client Companies in the formulation and execution of general plans and policies of Client Companies. Advise and assist Client Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Client Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and other related matters.

5. Financial Services

Accounting – Perform, advise and assist Client Companies in accounting matters, including the research and development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain transactions such as accounts payable, payroll, customer accounting, cash management and fixed assets.

Auditing – Periodically conduct operating audits and audits of the accounting records and other records maintained by Client Companies and coordinating their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control, accounting procedures and operating procedures and policies.

Financial Planning – Advise and assist Client Companies with operating and capital budgets and capital expenditure decisions. Perform economic analysis, short and long-term financial forecasting, merger and acquisition analysis, financing related activities, and activities relating to rating agency relationships for Client Companies and the consolidated entity.

Investor Relations and Shareholder Services – Provide fair and accurate analysis of National Grid and its operating subsidiaries and its outlook within the financial community, enhancing National Grid's position in the energy industry; balancing and diversifying shareholder investment in National Grid through a wide range of activities; providing feedback to National Grid and its operating subsidiaries regarding investor concerns, trading and ownership; holding periodic analysts meetings; and providing various operating data as requested or required by investors.

Risk Management – Advise and assist Client Companies in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, and workers' compensation, in the settlement of insured claims and in providing risk prevention advice.

Tax – Perform, advise and assist Client Companies in the preparation of Federal, state and local income and franchise tax returns, calculation and accrual of book income taxes, due diligence in connection with acquisitions and performance of tax planning functions. Execute Federal, state and local income and franchise tax returns on behalf of Client Companies.

Treasury/Finance – Provide services related to managing all administrative activities associated with financing, including management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; and general financing activities, pension, 401K and venture capital investments.

6. Human Resources

Provide central administration for payroll, and employee benefit and pension plans of Client Companies. Perform policy, planning and analysis functions as related to compensation and benefit plans. Advise and assist Client Companies in the administration of such plans and prepare and maintain records of said plans. Direct and administer all medical and health activities of Client Companies.

Advise and assist Client Companies in the formulation and administration of employee staffing and performance evaluation, the design and administration of training programs for employee career development, the design and administration of diversity and EEO programs.

Advise and assist Client Companies in the formulation and administration of employee relations policies and programs relating to the relevant Client Companies' employee and labor relations.

7. Information Technology

Provide the organization and resources for the operation of an information technology function including the development, implementation and operation of a centralized data processing facility and the management of a telecommunications network. This function includes the central processing of computerized applications and support of individual applications in Client Companies. Develop, implement, operate and maintain those computerized applications for Client Companies that can be economically best accomplished on a centralized basis.

Software Pooling – Accept from Client Companies ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Client Companies which Client Companies can and do transfer or assign to it. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Client Companies, on a non-exclusive, no charge or at-cost basis, to use all software which KCS has the right to sell, license or sub-license; and, at KCS' expense, permit Client Companies to enhance any such software and license others to use all such software and enhancements to the extent that KCS shall have the legal right to so permit.

8. Legal and Regulatory

Legal and Regulatory - Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance, including Act authorizations and compliance, as well as other regulatory and trade matters under other Federal and State laws. Represent the Client Companies before Federal and State courts and regulatory agencies and in arbitration and other dispute resolution proceedings.

Corporate Secretary's Office - Provide all necessary functions required of a publicly held corporation; coordinating information and activities among shareholders, the transfer agent, and Board of Directors; providing direct services to security holders; conducting the annual meeting of shareholders and ensuring proper maintenance of corporate records, as well as other activities related to corporate governance.

9. Operating Services

Facilities Management and Real Estate – Perform planning, administration and operations related to managing Client Company properties, including leasing, renting company properties and permitting and purchase and sale of real property. Administer duplicating services, mailroom operations and print shops. Perform activities related to maintaining company properties, determining requirements and designing occupancy layouts.

Fleet Management – Perform activities related to purchasing, leasing, and maintaining vehicles for Client Companies.

Materials Management and Purchasing – Advise and assist Client Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control, and provide warehousing and distribution services for Client Companies.

Security – Provide activities to ensure a secure working environment, protect and safeguard company assets, safeguard and transport company receipts, and performance of investigations.

10. Strategic Planning and Corporate Performance

Perform strategic planning, administration and implementation of corporate branding, customer relationship marketing, new business ventures, market research and metrics, market intelligence, marketing competency management and measurement, business improvement and e-commerce as related to all Client Companies - both individually and as a whole. Determine, implement and track corporate performance goals, initiatives and measures.

11. Gas Supply

Manage the gas procurement, planning, nominations, and transportation of gas. This includes all functions related to the supply and transportation of natural gas to customers; including management of gas contracts and gas inventories, review and processing of invoices, projection of send-out requirements, billings to third parties and off-system sales, and the maintenance of a reliable and least cost portfolio of resources.

12. Gas Operations

Management and Administrative Services. Provide services for the management and administration of gas operations including, but not limited to, the management and supervision of construction services, field coordinators, maintenance of service facilities and processing field requests.

Operations Support Services. Provide administrative and operational support services including, but not limited to, the handling of incoming dispatch calls related to field service orders and generate orders for gas odor, emergency response, meter work, and appliance repair.

Provide administrative and operational support services including, but not limited to managing leaks by recording, tracking, and reporting known system leaks on the distribution and transmission system. This service shall be conducted with the objective of ensuring that all DOT and state regulatory requirements are met that pertain to the proper documentation and reporting to the appropriate authorities.

Provide administrative and operational support services including, but not limited to receiving and forwarding all DigSafe excavator notifications to the proper Company operations center and dispatch emergency DigSafe notifications to the proper Company operating center. This service shall be conducted with the objective of ensuring that all DOT and state regulatory requirements are met that pertain to a one-call damage prevention program.

Purchase, repair and refurbish meters for KEDNE Client Companies.

Provide administrative and operational support services including, but not limited to, gas operations performance measurement as well as assistance in the preparation and analysis of operating and capital expenditure budget and forecasts of KEDNE Companies

Field Services. Perform all Field Service functions relating to field service order generation billing to the customer, manage the meter inventory control and reporting, and maintain order history data for KEDNE Companies.

T&D System Planning Services. Provide KEDNE Companies with services and systems dedicated to maintaining the changes and additions to the pipeline as it pertains to mapping, reporting, and providing location and demand data for network analysis. This also includes the analysis and evaluation of load data for large customers.

13. Gas Marketing and Sales Services

Provide marketing and sales services and systems.

B. Methods of Allocation

Cost of service will be determined in accordance with the Act and the rules and regulations and orders thereunder, and will include all costs of doing business incurred by KCS, including a reasonable return on capital which will reflect a capitalization of KCS of no more than equity of ten percent (10%), and all associated taxes.

KCS will maintain an accounting system for accumulating all costs on a project, activity or other appropriate basis. The accounting system will use codes to assign charges to the applicable costs center, project, activity and account. Records will be kept by each cost center of KCS in order to accumulate all costs of doing business. Expenses of the department will include salaries and wages of employees, materials and supplies and all other expenses attributable to the department. Labor cost will be loaded for fringe benefits and payroll taxes. To the extent practicable, time records of hours worked by all service company employees, including all officers of such company (i.e., Chief Executive Officer, President and Vice Presidents), will be kept by project and activity. In supplying services, KCS may arrange where it deems appropriate, for the services of experts, consultants, advisors and other persons with necessary qualifications as are required to perform such services. KCS will establish annual budgets for controlling the expenses of each department.

Monthly KCS costs will be directly assigned to Client Companies where possible. Amounts that cannot be directly assigned will be allocated to Client Companies by means of equitable allocation formulae or clearing accounts. To the extent possible, such allocations shall be based on cost-causation relationships. All other allocations will be broad based. In some instances, KCS costs centers which perform work for other service company cost centers may use a surrogate allocation method that mimics the allocations of the receiver cost center. Each formula will have an appropriate basis such as meters, square footage, etc.

Each Client Company will take agreed upon services and such additional or general or special services, whether or not now contemplated, as are requested from time to time by such Client

Company and which KCS concludes it is able to perform. No amendment, alteration or rescission of an activity or project shall release a Client Company from liability for all costs already incurred by, or contracted for, by KCS pursuant to the project or activity regardless of whether the services associated with such costs have been completed.

Allocation percentages will be calculated on historical data where appropriate and updated annually. Due to the unique nature of the management services agreement contract with the Long Island Power Authority (LIPA), the bases of the LIPA (such as revenues, assets, etc. managed on their behalf) will be included, with the applicable Client Company's data, in order to determine appropriate allocations.

The method of assignment or allocation of costs shall be reviewed annually or more frequently if appropriate. If the use of a basis of allocation would result in an inequity because of a change in operations or organization, then KCS may adjust the basis to effect an equitable distribution.

The applications of Service Allocations are described more fully below.

<u>Service Department Or Function</u>	<u>Basis of Allocation</u>
Corporate Affairs	3-point formula
Customer Services	# of phone calls # of bills # of meters % of Accounts Receivable 3-point formula
Environmental Services	Clearing Property 3-point formula
Executive and Administrative	3-point formula
Financial Services	3-point formula Property # of Meters # of Bills
General Engineering	Clearing Property 3-point formula
Human Resources	# of Employees 3-point formula
Information Technology	# of Meters # of employees Revenue

	Clearing 3-point formula
Legal and Regulatory	3-point formula
Marketing and Sales	3-point formula
Operating Services	sendout # of bills # of meters # of vehicles % of square footage occupied # of employees Clearing 3-point formula
Research and Development	3-point formula
Strategic Planning and Corporate Performance	3-point formula
Gas Supply	3-point formula sendout
Gas Operations: Administrative Services	3-point formula
Support Services	3-point formula # of meters
Field Services	3-point formula # of meters
T&D System Planning Services	3-point formula property
Gas Marketing and Sale Services	3-point formula

Definition of Allocation Factors to be used by KCS

Assets - A ratio based on total assets at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

of Bills - A ratio based on the number of customer bills processed for the previous calendar year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Clearing – costs are accumulated and distributed among cost centers based on the type of expenditure in the account. Clearing accounts can be used to accumulate overhead charges (such as fringe benefits) or specific service charges (such as transportation). Distribution of charges is done on a related basis such as labor costs for fringe benefits or number of vehicles for transportation.

of Employees – A ratio based on the number of full time employees at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

of Meters – A ratio based on the number of meters at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Payroll - A ratio based on total wages, salaries, commissions and other forms of compensation paid during the year which are reportable, for federal income tax purposes, as taxable income to the employee, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

of Phone Calls - A ratio based on the number of telephone calls handled for the previous calendar year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Property - A ratio based on gross fixed assets, valued at original acquisition costs, and investments owned in other companies, including construction work in progress, at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Revenue - A ratio based on the revenue for the previous calendar year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Sendout - A ratio based on the sendout for the previous calendar year, including gas used by the Client entity but excluding transportation customer volumes delivered for another gas supplier, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

% of Square Footage Occupied - A ratio based on the square footage of office and non office space occupied, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

3-Point Formula – This formula consists of three factors. It is designed to be an equitable and feasible tool to act as a surrogate when direct charging or cost causal relationships can not be established. It is a calculated ratio, which compares each of the formula factors for the Client Company to the total of the same factors for all recipient Client Companies. The factors are an equal weighting of Revenue, Assets, and Expenses. This ratio will be calculated annually based on actual experience.

of Vehicles – A ratio based on the number of vehicles at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	_____	_____
Customer Service	_____	_____
Environmental Services	_____	_____
Executive and Administrative	_____	_____
Financial Services		
Accounting/Auditing	_____	_____
Financial Planning	_____	_____
Investor Relations and Shareholder Serv.	_____	_____
Risk Management	_____	_____
Tax	_____	_____
Treasury/Finance	_____	_____
Human Resources	_____	_____
Information Technology	_____	_____
Legal and Regulatory		
Legal and Regulatory	_____	_____
Corporate Secretary's Office	_____	_____
Operating Services		
Facilities Management & Real Estate	_____	_____
Fleet Management	_____	_____
Materials Management and Purchasing	_____	_____
Security	_____	_____
Strategic Planning and Corp Performance	_____	_____

(Client Company)

By: /s/ _____
Name:
Title:

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN CORPORATION
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

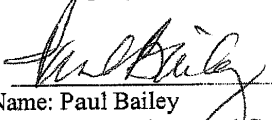
KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	___
Customer Service	<input checked="" type="checkbox"/>	___
Environmental Services	<input checked="" type="checkbox"/>	___
Executive and Administrative	<input checked="" type="checkbox"/>	___
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	___
Financial Planning	<input checked="" type="checkbox"/>	___
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	___
Risk Management	<input checked="" type="checkbox"/>	___
Tax	<input checked="" type="checkbox"/>	___
Treasury/Finance	<input checked="" type="checkbox"/>	___
Human Resources	<input checked="" type="checkbox"/>	___
Information Technology	<input checked="" type="checkbox"/>	___
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	___
Corporate Secretary's Office	<input checked="" type="checkbox"/>	___
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	___
Fleet Management	<input checked="" type="checkbox"/>	___
Materials Management and Purchasing	<input checked="" type="checkbox"/>	___
Security	<input checked="" type="checkbox"/>	___
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	___

KEYSPAN GAS EAST CORPORATION
(Client Company)

By: 
Name: Paul Bailey
Title: Vice President and Controller

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Gas East Corporation
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE BROOKLYN UNION GAS COMPANY
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

The Brooklyn Union Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	___
Customer Service	<input checked="" type="checkbox"/>	___
Environmental Services	<input checked="" type="checkbox"/>	___
Executive and Administrative	<input checked="" type="checkbox"/>	___
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	___
Financial Planning	<input checked="" type="checkbox"/>	___
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	___
Risk Management	<input checked="" type="checkbox"/>	___
Tax	<input checked="" type="checkbox"/>	___
Treasury/Finance	<input checked="" type="checkbox"/>	___
Human Resources	<input checked="" type="checkbox"/>	___
Information Technology	<input checked="" type="checkbox"/>	___
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	___
Corporate Secretary's Office	<input checked="" type="checkbox"/>	___
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	___
Fleet Management	<input checked="" type="checkbox"/>	___
Materials Management and Purchasing	<input checked="" type="checkbox"/>	___
Security	<input checked="" type="checkbox"/>	___
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	___

KEYSPAN GENERATION LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Generation LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	---
Customer Service	<u>X</u>	---
Environmental Services	<u>X</u>	---
Executive and Administrative	<u>X</u>	---
Financial Services		
Accounting/Auditing	<u>X</u>	---
Financial Planning	<u>X</u>	---
Investor Relations and Shareholder Serv.	<u>X</u>	---
Risk Management	<u>X</u>	---
Tax	<u>X</u>	---
Treasury/Finance	<u>X</u>	---
Human Resources	<u>X</u>	---
Information Technology	<u>X</u>	---
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	---
Corporate Secretary's Office	<u>X</u>	---
Operating Services		
Facilities Management & Real Estate	<u>X</u>	---
Fleet Management	<u>X</u>	---
Materials Management and Purchasing	<u>X</u>	---
Security	<u>X</u>	---
Strategic Planning and Corp Performance	<u>X</u>	---

KEYSPAN ELECTRIC SERVICES LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Electric Services LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN SERVICES, INC.,
and all of its subsidiaries
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Services, Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	___
Customer Service	<input checked="" type="checkbox"/>	___
Environmental Services	<input checked="" type="checkbox"/>	___
Executive and Administrative	<input checked="" type="checkbox"/>	___
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	___
Financial Planning	<input checked="" type="checkbox"/>	___
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	___
Risk Management	<input checked="" type="checkbox"/>	___
Tax	<input checked="" type="checkbox"/>	___
Treasury/Finance	<input checked="" type="checkbox"/>	___
Human Resources	<input checked="" type="checkbox"/>	___
Information Technology	<input checked="" type="checkbox"/>	___
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	___
Corporate Secretary's Office	<input checked="" type="checkbox"/>	___
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	___
Fleet Management	<input checked="" type="checkbox"/>	___
Materials Management and Purchasing	<input checked="" type="checkbox"/>	___
Security	<input checked="" type="checkbox"/>	___
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	___

KEDC HOLDINGS CORP.
and all of its subsidiaries
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Senior Vice President and Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KEDC Holdings Corp.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN ENERGY CORPORATION
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

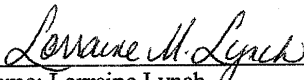
KeySpan Energy Corporation
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN RAVENSWOOD, LLC
(Client Company)

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

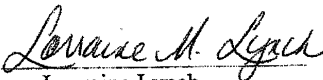
KeySpan Ravenswood, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN RAVENSWOOD SERVICES CORP.
(Client Company)

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Ravenswood Services Corp.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	—
Customer Service	<input checked="" type="checkbox"/>	—
Environmental Services	<input checked="" type="checkbox"/>	—
Executive and Administrative	<input checked="" type="checkbox"/>	—
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	—
Financial Planning	<input checked="" type="checkbox"/>	—
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	—
Risk Management	<input checked="" type="checkbox"/>	—
Tax	<input checked="" type="checkbox"/>	—
Treasury/Finance	<input checked="" type="checkbox"/>	—
Human Resources	<input checked="" type="checkbox"/>	—
Information Technology	<input checked="" type="checkbox"/>	—
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	—
Corporate Secretary's Office	<input checked="" type="checkbox"/>	—
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	—
Fleet Management	<input checked="" type="checkbox"/>	—
Materials Management and Purchasing	<input checked="" type="checkbox"/>	—
Security	<input checked="" type="checkbox"/>	—
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	—

KEYSPAN ENERGY TRADING SERVICES LLC
(Client Company)

By: 

Name: John J. Bishar, Jr.

Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Energy Trading Services LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

BOSTON GAS COMPANY
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

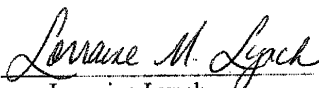
Boston Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COLONIAL GAS COMPANY
(Client Company)

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Colonial Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ESSEX GAS COMPANY
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Essex Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ENERGYNORTH NATURAL GAS, INC.
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

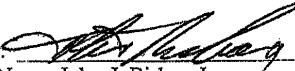
EnergyNorth Natural Gas, Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	___
Customer Service	<input checked="" type="checkbox"/>	___
Environmental Services	<input checked="" type="checkbox"/>	___
Executive and Administrative	<input checked="" type="checkbox"/>	___
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	___
Financial Planning	<input checked="" type="checkbox"/>	___
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	___
Risk Management	<input checked="" type="checkbox"/>	___
Tax	<input checked="" type="checkbox"/>	___
Treasury/Finance	<input checked="" type="checkbox"/>	___
Human Resources	<input checked="" type="checkbox"/>	___
Information Technology	<input checked="" type="checkbox"/>	___
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	___
Corporate Secretary's Office	<input checked="" type="checkbox"/>	___
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	___
Fleet Management	<input checked="" type="checkbox"/>	___
Materials Management and Purchasing	<input checked="" type="checkbox"/>	___
Security	<input checked="" type="checkbox"/>	___
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	___

KEYSPAN MHK, INC.
(Client Company)

By: 
Name: John J. Bishar, Jr.
Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


KeySpan MHK, Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	X	—
Customer Service	X	—
Environmental Services	X	—
Executive and Administrative	X	—
Financial Services		
Accounting/Auditing	X	—
Financial Planning	X	—
Investor Relations and Shareholder Serv.	X	—
Risk Management	X	—
Tax	X	—
Treasury/Finance	X	—
Human Resources	X	—
Information Technology	X	—
Legal and Regulatory		
Legal and Regulatory	X	—
Corporate Secretary's Office	X	—
Operating Services		
Facilities Management & Real Estate	X	—
Fleet Management	X	—
Materials Management and Purchasing	X	—
Security	X	—
Strategic Planning and Corp Performance	X	—

KEYSPAN TECHNOLOGIES, INC.
(Client Company)

By: 
Name: John J. Bishar, Jr.
Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

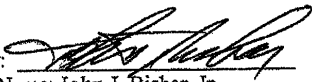
KeySpan Technologies, Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	X	—
Customer Service	X	—
Environmental Services	X	—
Executive and Administrative	X	—
Financial Services		
Accounting/Auditing	X	—
Financial Planning	X	—
Investor Relations and Shareholder Serv.	X	—
Risk Management	X	—
Tax	X	—
Treasury/Finance	X	—
Human Resources	X	—
Information Technology	X	—
Legal and Regulatory		
Legal and Regulatory	X	—
Corporate Secretary's Office	X	—
Operating Services		
Facilities Management & Real Estate	X	—
Fleet Management	X	—
Materials Management and Purchasing	X	—
Security	X	—
Strategic Planning and Corp Performance	X	—

KEYSPAN UTILITY SERVICES LLC
(Client Company)

By: 
Name: John J. Bishar, Jr.
Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Utility Services LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN ENGINEERING & SURVEY, INC.
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Engineering & Survey, Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	---
Customer Service	<input checked="" type="checkbox"/>	---
Environmental Services	<input checked="" type="checkbox"/>	---
Executive and Administrative	<input checked="" type="checkbox"/>	---
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	---
Financial Planning	<input checked="" type="checkbox"/>	---
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	---
Risk Management	<input checked="" type="checkbox"/>	---
Tax	<input checked="" type="checkbox"/>	---
Treasury/Finance	<input checked="" type="checkbox"/>	---
Human Resources	<input checked="" type="checkbox"/>	---
Information Technology	<input checked="" type="checkbox"/>	---
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	---
Corporate Secretary's Office	<input checked="" type="checkbox"/>	---
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	---
Fleet Management	<input checked="" type="checkbox"/>	---
Materials Management and Purchasing	<input checked="" type="checkbox"/>	---
Security	<input checked="" type="checkbox"/>	---
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	---

KEYSPAN-GLENWOOD ENERGY CENTER, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan-Glenwood Energy Center, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	—
Customer Service	<u>X</u>	—
Environmental Services	<u>X</u>	—
Executive and Administrative	<u>X</u>	—
Financial Services		
Accounting/Auditing	<u>X</u>	—
Financial Planning	<u>X</u>	—
Investor Relations and Shareholder Serv.	<u>X</u>	—
Risk Management	<u>X</u>	—
Tax	<u>X</u>	—
Treasury/Finance	<u>X</u>	—
Human Resources	<u>X</u>	—
Information Technology	<u>X</u>	—
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	—
Corporate Secretary's Office	<u>X</u>	—
Operating Services		
Facilities Management & Real Estate	<u>X</u>	—
Fleet Management	<u>X</u>	—
Materials Management and Purchasing	<u>X</u>	—
Security	<u>X</u>	—
Strategic Planning and Corp Performance	<u>X</u>	—

KEYSPAN-PORT JEFFERSON ENERGY CENTER, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan-Port Jefferson Energy Center, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	—
Customer Service	<input checked="" type="checkbox"/>	—
Environmental Services	<input checked="" type="checkbox"/>	—
Executive and Administrative	<input checked="" type="checkbox"/>	—
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	—
Financial Planning	<input checked="" type="checkbox"/>	—
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	—
Risk Management	<input checked="" type="checkbox"/>	—
Tax	<input checked="" type="checkbox"/>	—
Treasury/Finance	<input checked="" type="checkbox"/>	—
Human Resources	<input checked="" type="checkbox"/>	—
Information Technology	<input checked="" type="checkbox"/>	—
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	—
Corporate Secretary's Office	<input checked="" type="checkbox"/>	—
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	—
Fleet Management	<input checked="" type="checkbox"/>	—
Materials Management and Purchasing	<input checked="" type="checkbox"/>	—
Security	<input checked="" type="checkbox"/>	—
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	—

KEYSPAN ENERGY SERVICES INC.
(Client Company)

By: 

Name: Steven L. Zelkowitz
Title: President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

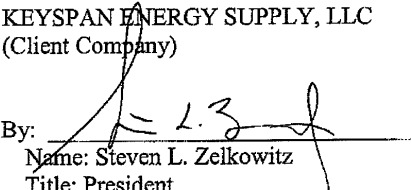
KeySpan Energy Services Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Customer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive and Administrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Services		
Accounting/Auditing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Relations and Shareholder Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treasury/Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal and Regulatory		
Legal and Regulatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corporate Secretary's Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating Services		
Facilities Management & Real Estate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Materials Management and Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Strategic Planning and Corp Performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEYSPAN ENERGY SUPPLY, LLC
(Client Company)

By: 
Name: Steven L. Zelkowitz
Title: President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Energy Supply, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	---
Customer Service	<u>X</u>	---
Environmental Services	<u>X</u>	---
Executive and Administrative	<u>X</u>	---
Financial Services		
Accounting/Auditing	<u>X</u>	---
Financial Planning	<u>X</u>	---
Investor Relations and Shareholder Serv.	<u>X</u>	---
Risk Management	<u>X</u>	---
Tax	<u>X</u>	---
Treasury/Finance	<u>X</u>	---
Human Resources	<u>X</u>	---
Information Technology	<u>X</u>	---
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	---
Corporate Secretary's Office	<u>X</u>	---
Operating Services		
Facilities Management & Real Estate	<u>X</u>	---
Fleet Management	<u>X</u>	---
Materials Management and Purchasing	<u>X</u>	---
Security	<u>X</u>	---
Strategic Planning and Corp Performance	<u>X</u>	---

KEYSPAN EXPLORATION AND PRODUCTION, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

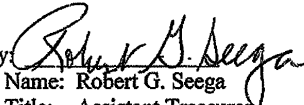
KeySpan Exploration and Production, LLC
One MetroTech Center
Brooklyn, New York 11201

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Massachusetts Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


Massachusetts Electric Company
55 Bearfoot Road
Northborough, MA 01532

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Nantucket Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

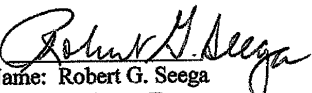
Nantucket Electric Company
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

The Narragansett Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

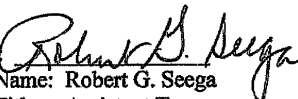
The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Granite State Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

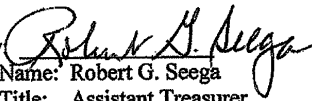
Granite State Electric Company
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Power Company

By 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

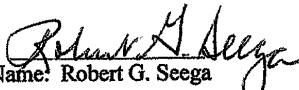
New England Power Company
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Electric Transmission Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

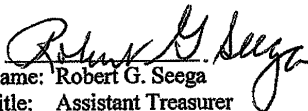
New England Electric Transmission Corporation
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Hydro-Transmission Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

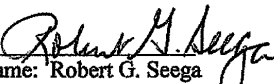
New England Hydro-Transmission Corporation
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Hydro-Transmission Electric
Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


New England Hydro-Transmission Electric Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Niagara Mohawk Power Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

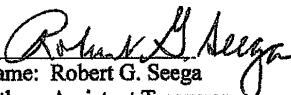
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, NY 13202

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

National Grid USA Service Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

National Grid USA Service Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

NEES Energy, Inc.

By: Frances M. Skypeck
Name: Frances M. Skypeck
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


NEES Energy, Inc
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Hydro Finance Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

New England Hydro Finance Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Metrowest Realty LLC

By: Shannon M. Larson
Name: Shannon M. Larson
Title: President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

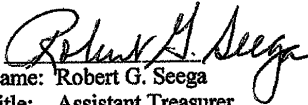
Metrowest Realty LLC
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

National Grid Transmission Services Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

National Grid Transmission Services Corporation
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

New England Energy Incorporated

By: Peter G. Flynn
Name: Peter G. Flynn
Title: Vice President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

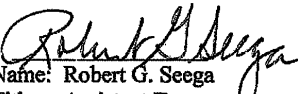
New England Energy Incorporated
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Patience Realty Corp.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

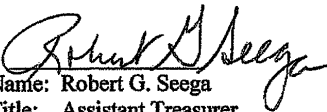
Patience Realty Corp.
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Prudence Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


Prudence Corporation
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Valley Appliance and Merchandising Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Valley Appliance and Merchandising Company
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Corporate Affairs	<u>X</u>	___
Customer Service	<u>X</u>	___
Environmental Services	<u>X</u>	___
Executive and Administrative	<u>X</u>	___
Financial Services		
Accounting/Auditing	<u>X</u>	___
Financial Planning	<u>X</u>	___
Investor Relations and Shareholder Serv.	<u>X</u>	___
Risk Management	<u>X</u>	___
Tax	<u>X</u>	___
Treasury/Finance	<u>X</u>	___
Human Resources	<u>X</u>	___
Information Technology	<u>X</u>	___
Legal and Regulatory		
Legal and Regulatory	<u>X</u>	___
Corporate Secretary's Office	<u>X</u>	___
Operating Services		
Facilities Management & Real Estate	<u>X</u>	___
Fleet Management	<u>X</u>	___
Materials Management and Purchasing	<u>X</u>	___
Security	<u>X</u>	___
Strategic Planning and Corp Performance	<u>X</u>	___

Wayfinder Group, Inc.

By: Christopher E. Root
Name: Christopher E. Root
Title: Vice President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Wayfinder Group, Inc.
25 Research Drive
Westborough, MA 01582

KeySpan Engineering & Survey Inc.

SERVICE AGREEMENT

This Service Agreement ("Agreement") dated as of October 1, 2007 by and between KeySpan Engineering & Survey Inc. ("KENG"), a New York limited liability company and each of the companies listed on Schedule A hereto (individually a "Client Company" and collectively, the "Client Companies"). KENG and the Client Companies may each be referred to herein as a "Party," and collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, KENG is an indirect wholly owned subsidiary of National Grid USA ("National Grid") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "Act");

WHEREAS, KENG is now deemed a Traditional Centralized Service Company, as defined under the Act and the provisions promulgated thereunder by the Federal Energy Regulatory Commission ("FERC"), and was an approved and authorized service company pursuant to Section 13(b) of the former Public Utility Holding Company Act of 1935, and the regulations promulgated thereunder; and

WHEREAS, KENG and the Client Companies desire for KENG to provide, and the Client Company to accept, the services provided for hereunder in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1 SERVICES

1.1 Services Offered. Exhibit I to this Agreement describe the services that KENG offers to furnish to a Client Company (in accordance with the terms and conditions set forth herein) upon written request of such Client Company. In addition to the services described in Exhibit I hereto, KENG may also provide a Client Company with such special services, as may be requested by such Client Company in writing, which the Service Company concludes it is able to perform. In supplying services hereunder to a Client Company, KENG may arrange, where it deems appropriate, for the services of such experts, consultants, advisers and other persons with necessary qualifications as are required for, or pertinent to, the performance of such services.

1.2 Services Selected.

(a) Each Client Company shall make its initial selection of the services set forth in Section 1.1 above that it agrees to receive from KENG by providing KENG an executed service request in the form set forth in Exhibit II.

(b) By December 1 of calendar year, KENG shall send an annual service proposal to each Client Company listing the services proposed for the next calendar year. By December 31, each Client Company shall notify KENG in writing of the services it elects to receive from KENG during the next calendar year.

1.3 Modification of Services. A Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program or work order provided that (i) such amendment or alteration which results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by KENG, (ii) the cost for the services covered by the activity, project, program or work order shall include any expense incurred by KENG as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (iii) no amendment, alteration or rescission of an activity, project, program or work order shall release a Client Company from liability for all costs already incurred by or contracted for by KENG pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed. Any request made by a Client Company pursuant to this Section 1.3 shall be in writing to KENG and shall take effect on the first day of the first calendar month which is at least thirty (30) days after the day that the Client Company sent the written notice to KENG.

1.4 Service Receipt Limitations.

(a) Each of the companies listed on Schedule B hereto agree that:

(i) they will not incur a charge hereunder except in accordance with New York State and the rules, regulations and orders of the New York State Public Service Commission promulgated thereunder; and

(ii) they will not seek to reflect in rates any cost incurred hereunder to the extent disallowed by the New York State Public Service Commission.

(b) Notwithstanding anything in this Agreement to the contrary, KENG and the companies listed on Schedule B hereto agree that because of the agreements set forth in Section 1.4(a) above, such companies listed on Schedule B will not accept services from KENG hereunder if the cost to be charged for such services differs from the amount of the charges such companies are permitted to incur under New York State and the rules, regulations and orders of the New York State Public Service Commission promulgated thereunder.

ARTICLE 2
COMPENSATION AND BILLING

2.1 Compensation. As and to the extent required by law, KENG shall provide the services hereunder at cost. Exhibit I hereto sets forth the rules KENG shall use for determining and allocating costs to the Client Companies. KENG shall advise the Client Companies from time to time of any material change in the method of assignment or allocation of costs hereunder.

2.2 Invoices. By the 20th day of each month, KENG shall render a monthly bill to each Client Company which shall reflect the billing information necessary to identify the costs charged for the services KENG provided in the preceding month. A Client Company shall pay its invoice by check, wire transfer or money pool transaction to KENG (at the account designated by KENG) within 30 days after receiving the invoice. If an invoice is not paid by the 30th day after the invoice is received (the "Due Date"), the Client Company shall pay interest on any amount outstanding after the Due Date at the current money pool rate.

ARTICLE 3
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective on the date hereof, subject to receipt of all required federal or state regulatory approvals.

3.2 Termination. This Agreement shall continue in full force and effect with respect to KENG and a Client Company until (a) terminated by the Client Company upon sixty (60) days advance written notice to KENG, or (b) terminated by KENG upon sixty (60) days advance written notice to a Client Company. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the Act or with any rule, regulation or order of FERC adopted before or after the date of this Service Agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Modification. Except as set forth in Article 2 and Sections 1.3, 3.2 and 4.4, no amendment or other modification of this Agreement shall be effective unless made in writing and executed by all of the Parties to this Agreement.

4.2 Notices. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To KENG:

KeySpan Engineering and Survey, Inc.
175 East Old Country Road
Hicksville, New York 11801

To Client Company: The name and address of the person designated in writing to KENG on the date the Client Company executes this Agreement.

4.3 Accounts. All accounts and records of KENG shall be kept in accordance with the rules and regulations promulgated by FERC pursuant to the Act, in particular, the record retention requirements and the Uniform System of Accounts for Service Companies in effect from and after the date hereof. Upon request, KENG shall permit a Client Company reasonable access to the accounts and records of KENG relating to the services performed for such Client Company hereunder.

4.4 Additional Client Companies. After the effective date of this Agreement, any new or existing direct or indirect subsidiary of National Grid may become an additional Client Company under this Agreement by becoming a signatory to this Agreement.

4.5 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.6 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third party beneficiary rights in any person. No provision of this Agreement shall create any rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement except as expressly provided for thereunder.

4.7 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.9 Entire Agreement. This Agreement including the exhibits referred to herein or therein, constitutes the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. KENG and each Client Company may enter into

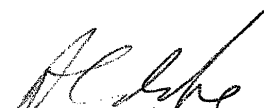
non-binding service level agreements (as described more fully in KENG's policies and procedures manual), the purpose of which will be to set forth in general terms the shared service expectations between KENG and the Client Company as a managerial tool to facilitate matching the Client Companies needs to the capabilities of KENG. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement.

4.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

4.11 Assignment. KENG shall not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of the Client Companies, such consent not to be unreasonably withheld. A Client Company shall not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of KENG. This Agreement shall inure to the benefit and shall be binding upon the Parties and their permitted successors and assigns.

IN WITNESS WHEREOF, KENG and the Client Companies have caused this Service Agreement to be signed by their respective duly authorized officers as of the date first above written.

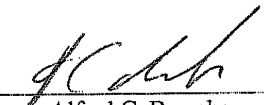
KeySpan Engineering & Survey, Inc.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Corporate Services LLC

By: _____
Name: Michael A. Walker
Title: Vice President and
Deputy General Counsel

KeySpan Electric Services LLC

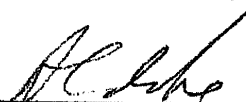
By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Generation LLC


By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

IN WITNESS WHEREOF, KENG and the Client Companies have caused this Service Agreement to be signed by their respective duly authorized officers as of the date first above written.

KeySpan Engineering & Survey, Inc.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

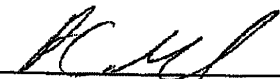
KeySpan Corporate Services LLC

By: 
Name: Michael A. Walker
Title: Vice President and
Deputy General Counsel

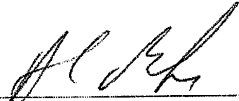
KeySpan Electric Services LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Generation LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Services, Inc., and its subsidiaries

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

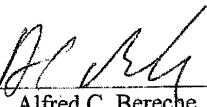
KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: _____
Name: Ronald J. Macklin
Title: Assistant Secretary

KeySpan Ravenswood, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Ravenswood Services, Corp.

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

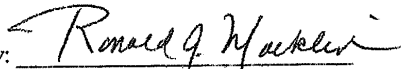
KeySpan Services, Inc., and its subsidiaries

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: 
Name: Ronald J. Macklin
Title: Assistant Secretary

KeySpan Ravenswood, LLC

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary


KeySpan Ravenswood Services, Corp.

By: _____
Name: Alfred C. Bereche
Title: Assistant Secretary

KeySpan – Port Jefferson Energy Center, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

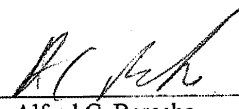
KeySpan – Glenwood Energy Center, LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

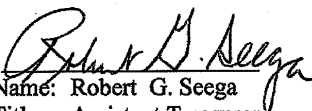
KeySpan Energy Trading Services LLC

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

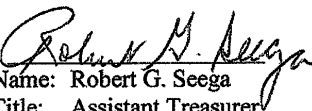
KEDC Holdings Corp., and its subsidiaries

By: 
Name: Alfred C. Bereche
Title: Assistant Secretary


Massachusetts Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


Nantucket Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


The Narragansett Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


Granite State Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


New England Power Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

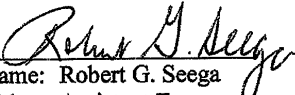
New England Electric Transmission
Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer


New England Hydro-Transmission Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

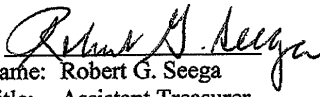
New England Hydro-Transmission Electric
Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Niagara Mohawk Power Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

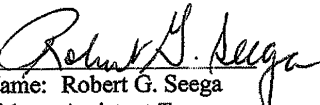
National Grid USA Service Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

NEES Energy, Inc.

By: _____
Name: Frances M. Skypeck
Title: Assistant Treasurer

New England Hydro Finance Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

New England Hydro-Transmission Electric
Company, Inc.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Niagara Mohawk Power Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

National Grid USA Service Company, Inc.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

NEES Energy, Inc.

By: Frances M. Skypeck
Name: Frances M. Skypeck
Title: Assistant Treasurer

New England Hydro Finance Company, Inc.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Metrowest Realty LLC

By: Shannon M. Larson
Name: Shannon M. Larson
Title: President

National Grid Transmission Services
Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

New England Energy Incorporated

By: _____
Name: Peter G. Flynn
Title: Vice President

Patience Realty Corp.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer


Prudence Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Metrowest Realty LLC

By: _____
Name: Shannon M. Larson
Title: President

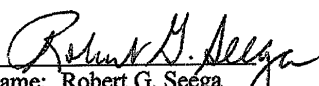
National Grid Transmission Services
Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

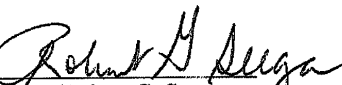
New England Energy Incorporated

By: _____
Name: Peter G. Flynn
Title: Vice President

Patience Realty Corp.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Prudence Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Metrowest Realty LLC

By: _____
Name: Shannon M. Larson
Title: President

National Grid Transmission Services
Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

New England Energy Incorporated

By: Peter A. Flynn
Name: Peter G. Flynn
Title: Vice President

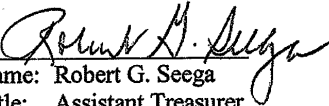
Patience Realty Corp.

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Prudence Corporation

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Valley Appliance and Merchandising Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

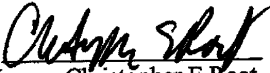
Wayfinder Group, Inc.

By: _____
Name: Christopher E Root
Title: Vice President

Valley Appliance and Merchandising Company

By: _____
Name: Robert G. Seega
Title: Assistant Treasurer

Wayfinder Group, Inc.

By:  _____
Name: Christopher E Root
Title: Vice President

Schedule A

KeySpan Corporate Services LLC
KeySpan Electric Services, LLC
KeySpan Generation LLC
KeySpan Services Inc. and its subsidiaries
KeySpan Gas East Corporation d/b/a KeySpan Energy Delivery Long Island
The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York
KeySpan Ravenswood Services Corp.
KeySpan Ravenswood, LLC
KeySpan-Port Jefferson Energy Center, LLC
KeySpan-Glenwood Energy Center, LLC
KeySpan Energy Trading Services LLC
KEDC Holding Corp., and its subsidiaries
Massachusetts Electric Company
Nantucket Electric Company
The Narragansett Electric Company
Granite State Electric Company
New England Power Company
New England Electric Transmission Corporation
New England Hydro-Transmission Corporation
New England Hydro-Transmission Electric Company, Inc.
Niagara Mohawk Power Corporation
National Grid USA Service Company, Inc.
NEES Energy, Inc.
New England Hydro Finance Company, Inc.
Metrowest Realty LLC
National Grid Transmission Services Corporation
New England Energy Incorporated
Patience Realty Corp.
Prudence Corporation
Valley Appliance and Merchandising Company
Wayfinder Group, Inc.

Schedule B

KeySpan Generation LLC
KeySpan Gas East Corporation d/b/a KeySpan Energy Delivery Long Island
The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York

EXHIBIT I

Description of Services, Cost Accumulation, Assignment and Allocation Methodologies for KENG

A. Description of Services Offered by KeySpan Engineering & Survey Inc.

1. General Engineering

Advise and assist Client Companies in the study, planning, engineering, maintenance and construction of energy plant facilities of each Client Company and of the Gas Systems and the Electric Systems as a whole, and advise, assist and manage the planning, engineering (including maps and records) and construction operations of Client Companies. Develop and administer quality assurance programs of Client Companies.

Develop long-range operational programs for all the Client Companies and advise and assist each Client Company in the coordination of such programs with the programs of the other Client Companies.

2. Executive and Administrative

Advise and assist Client Companies in the formulation and execution of general plans and policies of Client Companies. Advise and assist Client Companies as to operations, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Client Companies before regulatory bodies, proposals for capital expenditures, budgets, acquisition and disposition of properties, expansion of business, rate structures and other related matters.

B. Methods of Allocation

Cost of service will be determined in accordance with the Act and the rules and regulations and orders thereunder, and will include all costs of doing business incurred by KENG, including a reasonable return on capital which will reflect a capitalization of KENG of no more than equity of ten percent (10%), and all associated taxes.

KENG will maintain an accounting system for accumulating all costs on a project, activity or other appropriate basis. The accounting system will use codes to assign charges to the applicable costs center, project, activity and account. Records will be kept by each cost center of KENG in order to accumulate all costs of doing business. Expenses of the department will include salaries

and wages of employees, materials and supplies and all other expenses attributable to the department. Labor cost will be loaded for fringe benefits and payroll taxes. To the extent practicable, time records of hours worked by all service company employees, including all officers of such company (i.e., Chief Executive Officer, President and Vice Presidents), will be kept by project and activity. In supplying services, KENG may arrange where it deems appropriate, for the services of experts, consultants, advisors and other persons with necessary qualifications as are required to perform such services. KENG will establish annual budgets for controlling the expenses of each department.

Monthly KENG costs will be directly assigned to Client Companies where possible. Amounts that cannot be directly assigned will be allocated to Client Companies by means of equitable allocation formulae or clearing accounts. To the extent possible such allocations shall be based on cost-causation relationships. All other allocations will be broad based. In some instances, KENG cost centers which perform work for other service company cost centers may use a surrogate allocation method that mimics the allocations of the receiver cost center. Each formula will have an appropriate basis such as meters, square footage, etc.

Each Client Company will take agreed upon services and such additional or general or special services, whether or not now contemplated, as are requested from time to time by such Client Company and which KENG concludes it is able to perform. No amendment, alteration or rescission of an activity or project shall release a Client Company from liability for all costs already incurred by, or contracted for, by KENG pursuant to the project or activity regardless of whether the services associated with such costs have been completed.

Allocation percentages will be calculated on historical data where appropriate and updated annually. Due to the unique nature of the management services agreement contract with the Long Island Power Authority (LIPA), the bases of the LIPA (such as revenues, assets, etc. managed on their behalf) will be included, with the applicable Client Company's data, in order to determine appropriate allocations.

The method of assignment or allocation of costs shall be reviewed annually or more frequently if appropriate. If the use of a basis of allocation would result in an inequity because of a change in operations or organization, then KENG may adjust the basis to effect an equitable distribution.

The applications of Service Allocations are described more fully below.

<u>Service Department Or Function</u>	<u>Basis of Allocation</u>
General Engineering	Clearing Property 3-point formula
Executive and Administrative	3-point formula

Definition of Allocation Factors to be used by KENG

Assets - A ratio based on total assets at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Clearing – costs are accumulated and distributed among cost centers based on the type of expenditure in the account. Clearing accounts can be used to accumulate overhead charges (such as fringe benefits) or specific service charges (such as transportation). Distribution of charges is done on a related basis such as labor costs for fringe benefits or number of vehicles for transportation.

Payroll - A ratio based on total wages, salaries, commissions and other forms of compensation paid during the year which are reportable, for federal income tax purposes, as taxable income to the employee, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Property - A ratio based on gross fixed assets, valued at original acquisition costs, and investments owned in other companies, including construction work in progress, at the end of the year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

Revenue - A ratio based on the revenue for the previous calendar year, the numerator of which is for a specific client company and the denominator being all recipient client companies. This ratio will be calculated annually based on actual experience.

3-Point Formula - This formula consists of three factors. It is designed to be an equitable and feasible tool to act as a surrogate when direct charging or cost causal relationships can not be established. It is a calculated ratio, which compares each of the formula factors for the Client Company to the total of the same factors for all recipient Client Companies. The factors are an equal weighting of Revenue, Assets, and Expenses. This ratio will be calculated annually based on actual experience.

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	_____	_____
Executive and Administrative	_____	_____

(Client Company)

By: /s/ _____
Name:
Title:

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	X	___
Executive and Administrative	X	___

KEYSPAN CORPORATE SERVICES LLC
(Client Company)

By: 
Name: John J. Bishar, Jr.
Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Corporate Services LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

KEYSPAN ELECTRIC SERVICES, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Electric Services, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEYSPAN GENERATION LLC
(Client Company)

By: Lorraine M Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Generation LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEYSPAN SERVICES INC.
and its subsidiaries
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


KeySpan Services Inc.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

KEYSPAN GAS EAST CORPORATION
(Client Company)

By: 
Name: Paul Bailey
Title: Vice President and Controller

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Gas East Corporation
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

THE BROOKLYN UNION GAS COMPANY
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

The Brooklyn Union Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEYSPAN RAVENSWOOD, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Ravenswood, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

KEYSPAN RAVENSWOOD SERVICES CORP.
(Client Company)

By: Lorraine M Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Ravenswood Services Corp.
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

KEYSPAN-PORT JEFFERSON ENERGY CENTER, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan-Port Jefferson Energy Center, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEYSPAN-GLENWOOD ENERGY CENTER, LLC
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan-Glenwood Energy Center, LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEYSPAN ENERGY TRADING SERVICES LLC
(Client Company)

By: 

Name: John J. Bishar, Jr.

Title: Executive Vice President and Secretary

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

KeySpan Energy Trading Services LLC
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II

Form of Initial Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

KEDC HOLDINGS CORP.
and its subsidiaries
(Client Company)

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Senior Vice President and Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

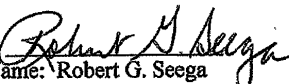
KEDC Holdings Corp.
One MetroTech Center
Brooklyn, New York 11201

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Massachusetts Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


Massachusetts Electric Company
55 Bearfoot Road
Northborough, MA 01532

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

Nantucket Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

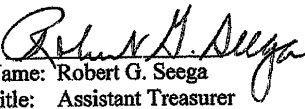
Nantucket Electric Company
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

The Narragansett Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Granite State Electric Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

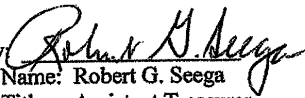
Granite State Electric Company
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

New England Power Company

By 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

New England Power Company
25 Research Drive
Westborough, MA 01582

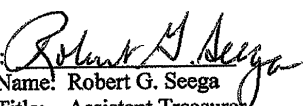
Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

New England Electric Transmission Corporation

By:


Name: Robert G. Seega

Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:


New England Electric Transmission Corporation
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

New England Hydro-Transmission Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

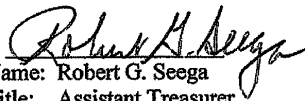
New England Hydro-Transmission Corporation
9 Lowell Road
Salem, NH 03079

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

New England Hydro-Transmission Electric
Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

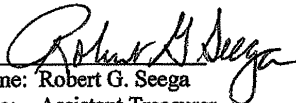
New England Hydro-Transmission Electric Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

Niagara Mohawk Power Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

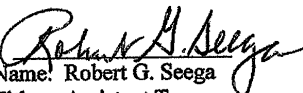
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, NY 13202

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

National Grid USA Service Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

National Grid USA Service Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

NEES Energy, Inc

By: Frances M. Skypeck
Name: Frances M. Skypeck
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

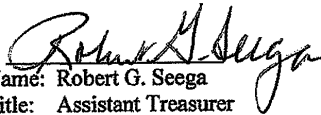
NEES Energy, Inc
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

New England Hydro Finance Company, Inc.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

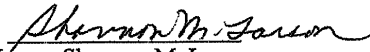
New England Hydro Finance Company, Inc.
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Metrowest Realty LLC

By: 
Name: Shannon M. Larson
Title: President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

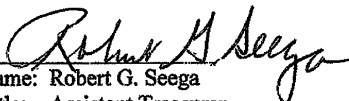
Metrowest Realty LLC
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>_X_</u>	_____
Executive and Administrative	<u>_X_</u>	_____

National Grid Transmission Services Corporation

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

National Grid Transmission Services Corporation
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

New England Energy Incorporated

By: Peter G. Flynn
Name: Peter G. Flynn
Title: Vice President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

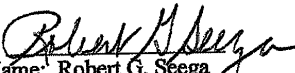
New England Energy Incorporated
25 Research Drive
Westborough, MA 01582

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Patience Realty Corp.

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Patience Realty Corp.
280 Melrose Street
Providence, RI 02907

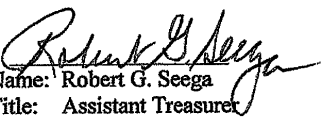
Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

Prudence Corporation

By:


Name: Robert G. Seega

Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

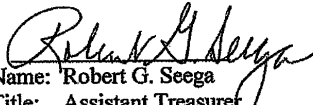
Prudence Corporation
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

Valley Appliance and Merchandising Company

By: 
Name: Robert G. Seega
Title: Assistant Treasurer

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

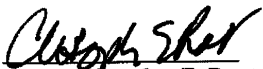
Valley Appliance and Merchandising Company
280 Melrose Street
Providence, RI 02907

Form of Initial Service Request

The undersigned requests from KeySpan Engineering & Survey Inc. the service selected below. The service requested hereunder shall commence on October 1, 2007 and be provided through December 31, 2007.

<u>Service</u>	<u>Yes</u>	<u>No</u>
General Engineering	<u>_X_</u>	_____
Executive and Administrative	<u>_X_</u>	_____

Wayfinder Group, Inc.

By: 
Name: Christopher E. Root
Title: Vice President

Notice to Client Company:

Written notice pursuant to Section 4.2 of this Agreement to the Client Company should be sent to:

Wayfinder Group, Inc.
25 Research Drive
Westborough, MA 01582