



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

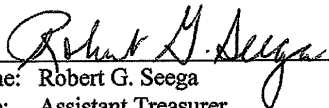
GRANITE STATE ELECTRIC COMPANY

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

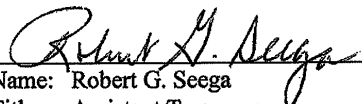
NEW ENGLAND POWER COMPANY

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

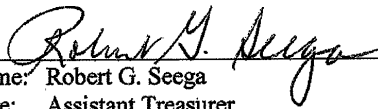
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

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

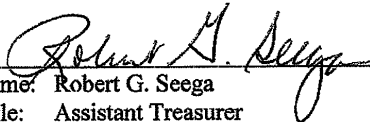
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

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.

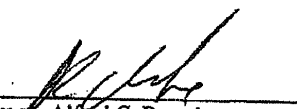
4.11 Assignment. KCS shall not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of the Client Companies, such consent not to be unreasonably withheld. A Client Company shall not assign this Agreement, or any of its rights or obligations hereunder 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

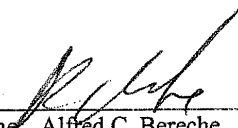
By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

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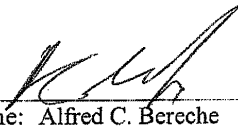
KeySpan Corporate Services LLC

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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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

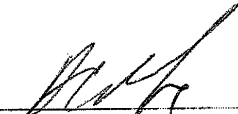
The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

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


KeySpan Generation LLC

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

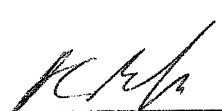
KeySpan Electric Services LLC

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


KeySpan Services, Inc., and its subsidiaries

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

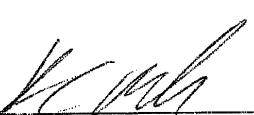
KEDC Holdings Corp., and its subsidiaries

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

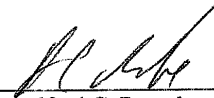
KeySpan Energy Corporation

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

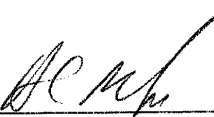
KeySpan Ravenswood, LLC

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

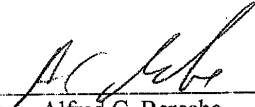
Colonial Gas Company d/b/a KeySpan Energy
Delivery New England

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

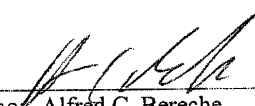
Essex Gas Company d/b/a KeySpan Energy
Delivery New England

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

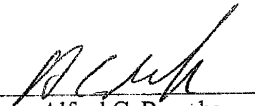
EnergyNorth Natural Gas Company d/b/a
KeySpan Energy Delivery New England

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

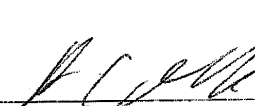
KeySpan MHK, Inc.

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

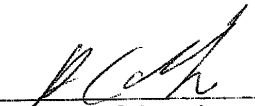
KeySpan Technologies, Inc., and its subsidiaries

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

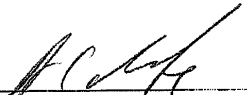
KeySpan Utility Services LLC

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

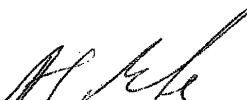
KeySpan Engineering & Survey, Inc.

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

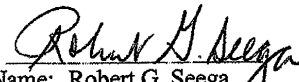
Granite State Electric Company

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

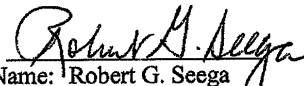
New England Power Company

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


New England Electric Transmission
Corporation

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

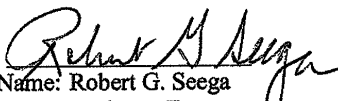
New England Hydro-Transmission Corporation

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

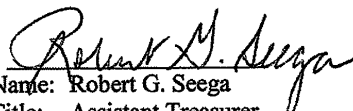
New England Hydro-Transmission Electric
Company, Inc.

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

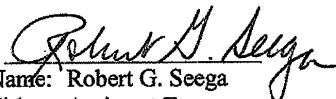
New England Hydro Finance Company, Inc.

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

Metrowest Realty LLC

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

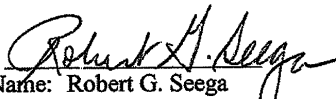
National Grid Transmission Services
Corporation

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

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

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

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

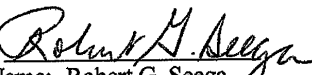
Patience Realty Corp.

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
KeySpan – Port Jefferson Energy Center, LLC
KeySpan Energy Services Inc.
KeySpan Energy Supply, LLC
KeySpan Exploration and Production, LLC
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 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:

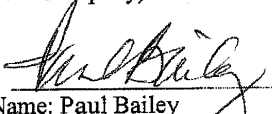
KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201

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:

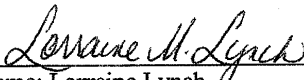
KeySpan Energy Corporation
One MetroTech Center
Brooklyn, New York 11201

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:

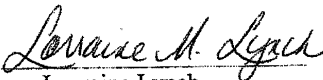
KeySpan Ravenswood, LLC
One MetroTech Center
Brooklyn, New York 11201

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"/>	---
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 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:

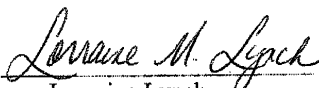
Boston Gas Company
One MetroTech Center
Brooklyn, New York 11201

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	<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>	---

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:

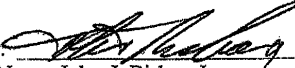
EnergyNorth Natural Gas, Inc.
One MetroTech Center
Brooklyn, New York 11201

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"/>	<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 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:

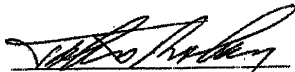
KeySpan MHK, Inc.
One MetroTech Center
Brooklyn, New York 11201

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:

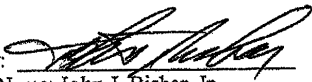
KeySpan Technologies, Inc.
One MetroTech Center
Brooklyn, New York 11201

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	<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 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"/>	---
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 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	<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-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:

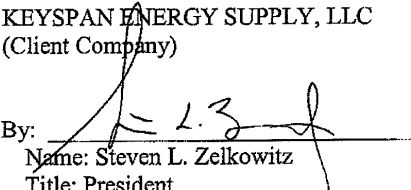
KeySpan Energy Services Inc.
One MetroTech Center
Brooklyn, New York 11201

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	<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 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:

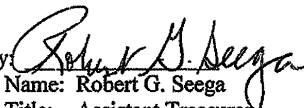
KeySpan Exploration and Production, LLC
One MetroTech Center
Brooklyn, New York 11201

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:

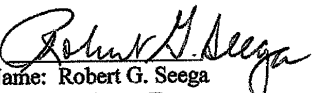
Nantucket Electric Company
25 Research Drive
Westborough, MA 01582

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:

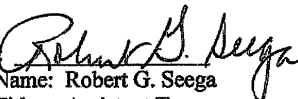
The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

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:

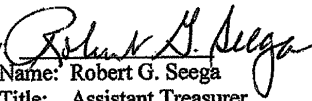
Granite State Electric Company
9 Lowell Road
Salem, NH 03079

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:

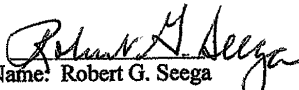
New England Power Company
25 Research Drive
Westborough, MA 01582

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:

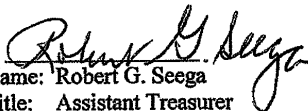
New England Electric Transmission Corporation
9 Lowell Road
Salem, NH 03079

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:

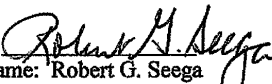
New England Hydro-Transmission Corporation
9 Lowell Road
Salem, NH 03079

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:

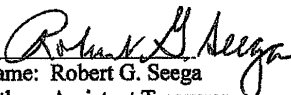
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, NY 13202

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:

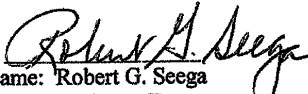
Metrowest Realty LLC
25 Research Drive
Westborough, MA 01582

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:

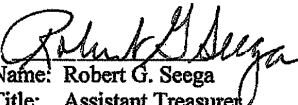
New England Energy Incorporated
25 Research Drive
Westborough, MA 01582

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:

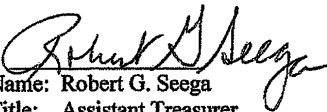
Patience Realty Corp.
280 Melrose Street
Providence, RI 02907

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

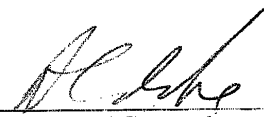
non-binding service level agreements (as described more fully in KENG's policies and procedures manual), the purpose of which will be to set forth in general terms the shared service expectations between KENG and the Client Company as a managerial tool to facilitate matching the Client Companies needs 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.

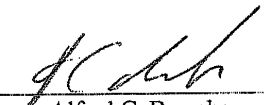
KeySpan Engineering & Survey, Inc.

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

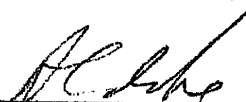
By: 
Name: Alfred C. Bereche
Title: Assistant Secretary

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

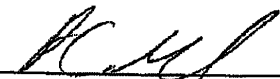
KeySpan Corporate Services LLC

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

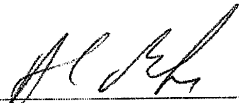
KeySpan Electric Services LLC

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

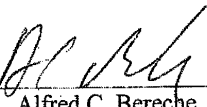
KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

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

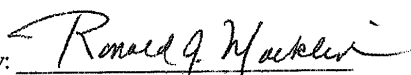
KeySpan Services, Inc., and its subsidiaries

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

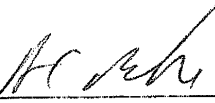
KeySpan – Port Jefferson Energy Center, LLC

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

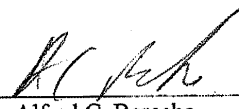
KeySpan – Glenwood Energy Center, LLC

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

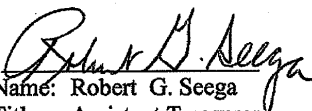
KeySpan Energy Trading Services LLC

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

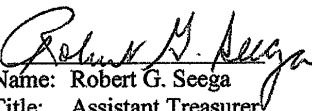
KEDC Holdings Corp., and its subsidiaries

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

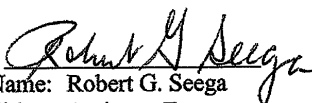
The Narragansett Electric Company

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

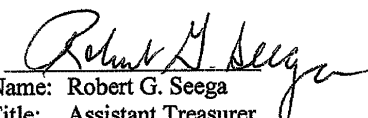
Granite State Electric Company

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

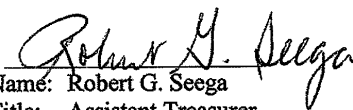
New England Power Company

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

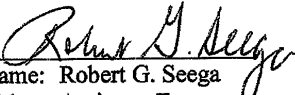
New England Electric Transmission
Corporation

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


New England Hydro-Transmission Corporation

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

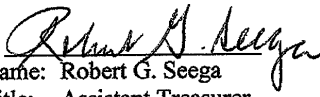
New England Hydro-Transmission Electric
Company, Inc.

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

Niagara Mohawk Power Corporation

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

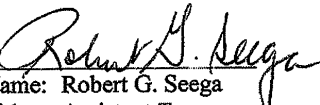
National Grid USA Service Company, Inc.

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

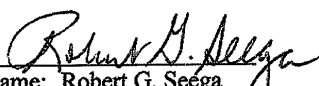
National Grid Transmission Services
Corporation

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

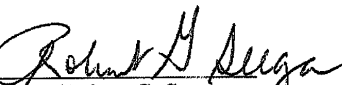
New England Energy Incorporated

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

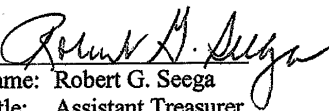
Patience Realty Corp.

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

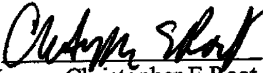
Wayfinder Group, Inc.

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	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

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:

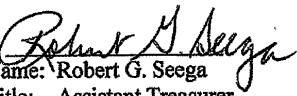
KEDC Holdings Corp.
One MetroTech Center
Brooklyn, New York 11201

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:

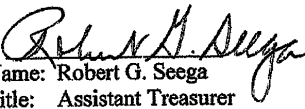
Nantucket Electric Company
25 Research Drive
Westborough, MA 01582

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:

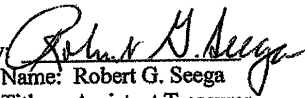
Granite State Electric Company
9 Lowell Road
Salem, NH 03079

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

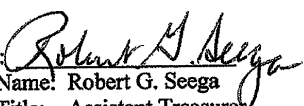
Form of Initial Service Request

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:

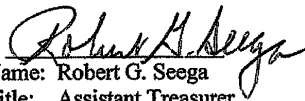
New England Hydro-Transmission Corporation
9 Lowell Road
Salem, NH 03079

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:

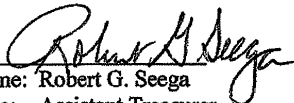
New England Hydro-Transmission Electric Company, Inc.
25 Research Drive
Westborough, MA 01582

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:

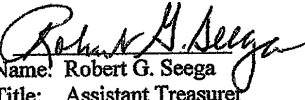
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, NY 13202

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:

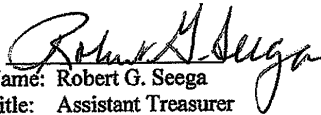
NEES Energy, Inc
25 Research Drive
Westborough, MA 01582

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:

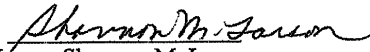
New England Hydro Finance Company, Inc.
25 Research Drive
Westborough, MA 01582

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:

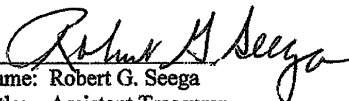
Metrowest Realty LLC
25 Research Drive
Westborough, MA 01582

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:

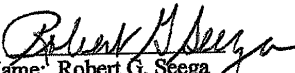
New England Energy Incorporated
25 Research Drive
Westborough, MA 01582

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

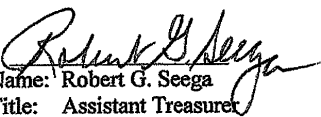
Form of Initial Service Request

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:

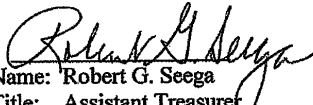
Prudence Corporation
280 Melrose Street
Providence, RI 02907

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:

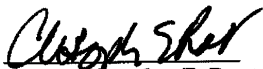
Valley Appliance and Merchandising Company
280 Melrose Street
Providence, RI 02907

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



Laura S. Olton
General Counsel
Rhode Island

January 7, 2008

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: 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 2008 renewals (the "Service Requests") for service agreements previously filed with the Division of Public Utilities and Carriers for provision of services by KeySpan Corporate Services, LLC and KeySpan Engineering & Survey, Inc. to The Narragansett Electric Company.

The existing Service Agreements with KeySpan Corporate Services, LLC and KeySpan Engineering & Survey, Inc., which were filed with the Division on October 3, 2007, expired on December 31, 2007. The enclosed Service Requests cover the continued provision of services, pursuant to the filed Service Agreements, for the period January 1, 2008 through December 31, 2008. I certify that the enclosed documents are accurate copies of the Service Requests.

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

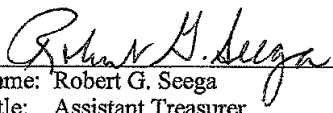
EXHIBIT II

Service Request

The undersigned requests from KENG the service selected below. The service requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<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:

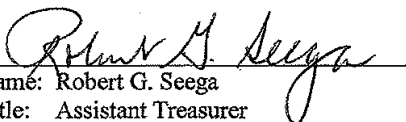
The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

EXHIBIT II
Service Request

The undersigned requests from KeySpan Corporate Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<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"/>	___

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

MUTUAL ASSISTANCE AGREEMENT

Dated as of March 28, 2008

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. The parties mutually agree that the Mutual Assistance Agreement dated as of October 1, 2007 is hereby terminated.

The effective date of this Agreement shall be March 28, 2008. This Agreement shall be in effect through March 27, 2009 ("Termination Date"). Subject to the receipt of any required approvals of any state regulatory body having jurisdiction, the Termination Date may be extended by mutual written agreement of all parties hereto and this Agreement shall continue in full force and effect through such extended Termination Date agreed to by the parties.

7. 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: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

NANTUCKET ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

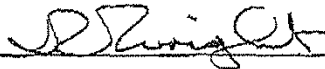
GRANITE STATE ELECTRIC COMPANY

By: Barbara Hassan
Name: Barbara Hassan
Title: Senior Vice President

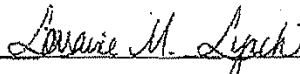
NEW ENGLAND POWER COMPANY

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

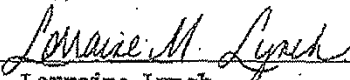
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By: 
Name: David Wright
Title: Vice President

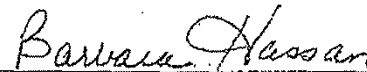
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Barbara Hassan
Title: Senior Vice President

BOSTON GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

ESSEX GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

COLONIAL GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

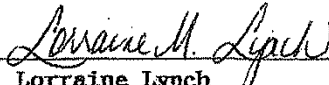
ENERGYNORTH NATURAL GAS, INC.

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

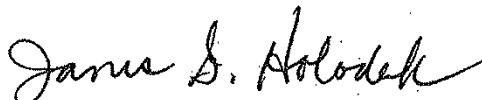
KEYSPAN GAS EAST CORPORATION

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President

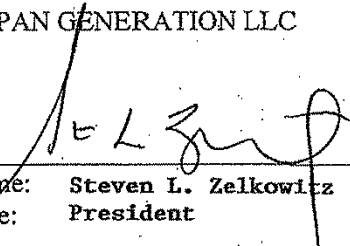
THE BROOKLYN UNION GAS COMPANY

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

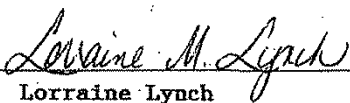
KEYSPAN ELECTRIC SERVICES, LLC

By: 
Name: **James G. Holodak**
Title: **Vice President**

KEYSPAN GENERATION LLC

By: 
Name: **Steven L. Zelkowitz**
Title: **President**

KEYSPAN ENGINEERING & SURVEY, INC.

By: 
Name: **Lorraine Lynch**
Title: **Vice President & Treasurer**

KEYSPAN UTILITY SERVICES LLC

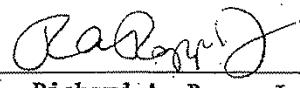
By: 
Name: **Richard A. Rapp, Jr.**
Title: **Vice President**

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.



Thomas R. Teehan
Rhode Island

January 8, 2009

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: KeySpan Corporate Services LLC Service Agreement
KeySpan Engineering & Survey Inc. Service Agreement
KeySpan Utility Services LLC Service Agreement**

Dear Ms. Massaro:

Pursuant to R.I.G.L. § 39-3-28, enclosed please find six (6) copies of the 2009 renewals (the "Service Requests") for service agreements previously filed with the Division of Public Utilities and Carriers for provision of services by KeySpan Corporate Services, LLC, KeySpan Engineering & Survey, Inc., and KeySpan Utility Service LLC to The Narragansett Electric Company.

The underlying Service Agreements with KeySpan Corporate Services, LLC and KeySpan Engineering & Survey, Inc., were filed with the Division on October 3, 2007. The underlying Service Agreement with KeySpan Utility Service, LLC was originally filed with the Division on March 28, 2008. These agreements and intervening renewals expired on December 31, 2008.

The enclosed Service Requests cover the continued provision of services, pursuant to the filed Service Agreements, for the period January 1, 2009 through December 31, 2009. I certify that the enclosed documents are accurate copies of the Service Requests.

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 "T. Teehan".

Thomas R. Teehan

Enclosures

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

EXHIBIT II
Service Request

The undersigned requests from National Grid Corporate Services LLC (formerly named "KeySpan Corporate Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2009 and be provided through December 31, 2009.

<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"/>	___

THE NARRAGANSETT ELECTRIC COMPANY
(Client Company)

By: David Charles Bonar
Name: David Charles Bonar
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

EXHIBIT II

Form of Service Request

The undersigned requests from National Grid Engineering & Survey Inc. (formerly named "KeySpan Engineering & Survey Inc.") the service selected below. The services requested hereunder shall commence on January 1, 2009 and be provided through December 31, 2009.

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

THE NARRAGANSETT ELECTRIC COMPANY
(Client Company)

By: DC Bonar
Name: David Charles Bonar
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

EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2009 and be provided through December 31, 2009.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	_____
Marketing and Sales	<u>X</u>	_____
Meter Operations	<u>X</u>	_____
Research and Development	<u>X</u>	_____
Gas and Electric Transmission and Distribution Planning	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

The Narragansett Electric Company
(Client Company)

By: DBonar
Name: David Charles Bonar
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



Thomas R. Teehan
Senior Counsel
Rhode Island

March 26, 2009

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: 2009 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, 2009. 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, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosures

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

NATIONAL GRID USA SERVICE COMPANY, INC.
25 Research Drive
Westborough, Massachusetts 01582

SERVICE CONTRACT

Dated as of: April 1, 2009

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, 2009; services will be performed under this agreement through March 31, 2010, 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. Any number of counterparts of this 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.

NATIONAL GRID USA SERVICE COMPANY, INC.

By: Nicholas Stavropoulos
Title: Executive Vice President

Accepted:

THE NARRAGANSETT ELECTRIC COMPANY

By _____
Title: Assistant Treasurer

90 day commercial loans. The effective date of this agreement shall be April 1, 2009; services will be performed under this agreement through March 31, 2010, 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. Any number of counterparts of this 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.

NATIONAL GRID USA SERVICE COMPANY, INC.

By: _____
Title: Executive Vice President

Accepted:

THE NARRAGANSETT ELECTRIC COMPANY

By: DBonar
Title: Assistant Treasurer

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.



Thomas R. Teehan
Senior Counsel

March 26, 2009

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Extension of Mutual Assistance Agreement to March 27, 2010

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an extension of the Mutual Assistance Agreement ("Agreement") entered into by The Narragansett Electric Company on March 28, 2008.¹ The extension of this Agreement is effective as of March 26, 2009.

In accordance with Paragraph 6 of the enclosed, the termination date of the Agreement has been extended to March 27, 2010. I certify that the enclosed documents are accurate copies this extension Agreement.

Under separate cover, the Company is also submitting today The Service Contract between The Narragansett Electric Company and National Grid USA Service Co., Inc. This Service Contract is effective as of April 1, 2009.

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, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosure

¹ The Narragansett Electric Company d/b/a National Grid (hereinafter "Narragansett" or "Company").

nationalgrid

Effective as of March 26, 2009

RE: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Termination Date of the Agreement to March 27, 2010 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, all parties to the Agreement have duly executed this instrument as of the day and the year set forth above.

MASSACHUSETTS ELECTRIC COMPANY

By: David C. Bonar
Name: David C. Bonar
Title: Assistant Treasurer

NANTUCKET ELECTRIC COMPANY

By: David C. Bonar
Name: David C. Bonar
Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

GRANITE STATE ELECTRIC COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NEW ENGLAND POWER COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

BOSTON GAS COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

ESSEX GAS COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

COLONIAL GAS COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

ENERGYNORTH NATURAL GAS, INC.

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

KEYSPAN GAS EAST CORPORATION

By: Martin Wheatcroft
Name: Martin Wheatcroft
Title: Vice President and Controller

THE BROOKLYN UNION GAS COMPANY

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NATIONAL GRID ELECTRIC SERVICES LLC

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NATIONAL GRID GENERATION LLC

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NATIONAL GRID ENGINEERING & SURVEY INC.

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer

NATIONAL GRID UTILITY SERVICES LLC

By: DBonar
Name: David C. Bonar
Title: Assistant Treasurer



Thomas R. Teehan
Senior Counsel

March 29, 2010

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Extension of Mutual Assistance Agreement to March 26, 2011

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an extension of the Mutual Assistance Agreement ("Agreement") entered into by The Narragansett Electric Company¹ on March 26, 2008. The Agreement was filed with the Division on March 28, 2008. For convenience, the underlying agreement is also enclosed.

In accordance with Paragraph 6 of that Agreement, the termination date of the Agreement has been extended to March 27, 2011. This extension of the Agreement is effective as of March 26, 2010. I certify that the enclosed documents are accurate copies this extension 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, appearing to read "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid.



Effective as of March 26, 2010

RE: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Agreement for an additional 364 days by extending the Termination Date of the Agreement to March 26, 2011 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, all parties to the Agreement have duly executed this instrument as of the day and the year set forth above.

MASSACHUSETTS ELECTRIC COMPANY

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

NANTUCKET ELECTRIC COMPANY

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

THE NARRAGANSETT ELECTRIC COMPANY

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

GRANITE STATE ELECTRIC COMPANY

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

NEW ENGLAND POWER COMPANY

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

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

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

NEW ENGLAND HYDRO-TRANSMISSION
CORPORATION

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

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

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

NIAGARA MOHAWK POWER CORPORATION

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

BOSTON GAS COMPANY

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

ESSEX GAS COMPANY

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

COLONIAL GAS COMPANY

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

ENERGYNORTH NATURAL GAS, INC.

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

KEYSPAN GAS EAST CORPORATION

By: Julie Vernon-Parry
Name: Julie Vernon-Parry
Title: Assistant Treasurer

THE BROOKLYN UNION GAS COMPANY

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

NATIONAL GRID ELECTRIC SERVICES LLC

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

NATIONAL GRID GENERATION LLC

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

NATIONAL GRID ENGINEERING & SURVEY INC.

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

NATIONAL GRID UTILITY SERVICES LLC

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

MUTUAL ASSISTANCE AGREEMENT

Dated as of March 28, 2008

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. The parties mutually agree that the Mutual Assistance Agreement dated as of October 1, 2007 is hereby terminated.

The effective date of this Agreement shall be March 28, 2008. This Agreement shall be in effect through March 27, 2009 ("Termination Date"). Subject to the receipt of any required approvals of any state regulatory body having jurisdiction, the Termination Date may be extended by mutual written agreement of all parties hereto and this Agreement shall continue in full force and effect through such extended Termination Date agreed to by the parties.

7. 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: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

NANTUCKET ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

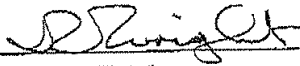
GRANITE STATE ELECTRIC COMPANY

By: Barbara Hassan
Name: Barbara Hassan
Title: Senior Vice President

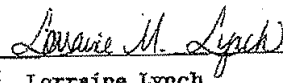
NEW ENGLAND POWER COMPANY

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

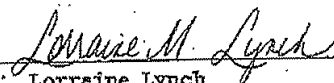
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By: 
Name: David Wright
Title: Vice President


NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Barbara Hassan
Title: Senior Vice President

BOSTON GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

ESSEX GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

COLONIAL GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

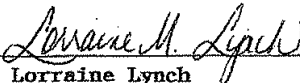
ENERGYNORTH NATURAL GAS, INC.

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer


KEYSPAN GAS EAST CORPORATION

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President

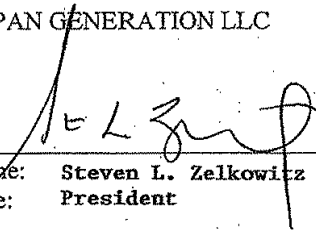
THE BROOKLYN UNION GAS COMPANY

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

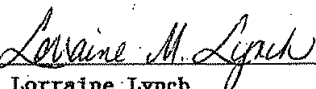
KEYSPAN ELECTRIC SERVICES, LLC

By: 
Name: **James G. Holodak**
Title: **Vice President**

KEYSPAN GENERATION LLC

By: 
Name: **Steven L. Zelkowitz**
Title: **President**

KEYSPAN ENGINEERING & SURVEY, INC.

By: 
Name: **Lorraine Lynch**
Title: **Vice President & Treasurer**

KEYSPAN UTILITY SERVICES LLC

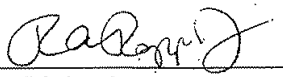
By: 
Name: **Richard A. Rapp, Jr.**
Title: **Vice President**

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.



Thomas R. Teehan
Senior Counsel
Rhode Island

December 23, 2010

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: National Grid Corporate Services LLC Service Agreement
National Grid Engineering & Survey Inc. Service Agreement
National Grid Utility Services LLC Service Agreement**

Dear Ms. Massaro:

Pursuant to R.I.G.L. § 39-3-28, enclosed please find six (6) copies of the 2010 renewals (the "Service Requests") for service agreements previously filed with the Division of Public Utilities and Carriers for provision of services by National Grid Corporate Services, LLC (formerly named "KeySpan Corporate Services LLC"), National Grid Engineering & Survey, Inc. (formerly named "KeySpan Engineering & Survey, Inc."), and National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") to The Narragansett Electric Company.

The underlying Service Agreements with National Grid Corporate Services, LLC and National Grid Engineering & Survey, Inc., were filed with the Division on October 3, 2007. The underlying Service Agreement with National Grid Utility Services, LLC was originally filed with the Division on March 28, 2008 and is being filed again with this filing along with the enclosed accession adding new signatories. These agreements and intervening renewals expire on December 31, 2010.

The enclosed Service Requests cover the continued provision of services, pursuant to the filed Service Agreements, for the period January 1, 2011 through December 31, 2011. I certify that the enclosed documents are accurate copies of the Service Requests.

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 "T. Teehan".

Thomas R. Teehan

Enclosures
cc: S. Scialabba, RI Division

EXHIBIT II
Service Request

The undersigned requests from National Grid Corporate Services LLC (formerly named "KeySpan Corporate Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

<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"/>
Fuel Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marketing and Sales	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Meter Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Research and Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas and Electric Transmission and Distribution Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Narragansett Electric 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 Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

EXHIBIT II
Service Request

The undersigned requests from National Grid Corporate Services LLC (formerly named "KeySpan Corporate Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, ~~2011~~2010 and be provided through December 31, ~~2011~~2010.

<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>	___
<u>Fuel Management</u>	<u>X</u>	___
<u>Marketing and Sales</u>	<u>X</u>	___
<u>Meter Operations</u>	<u>X</u>	___
<u>Research and Development</u>	<u>X</u>	___
<u>Gas and Electric Transmission and Distribution Planning</u>	<u>X</u>	___

NARRAGANSETT ELECTRIC COMPANY

The Narragansett Electric Company~~THE~~

(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:

The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

EXHIBIT II

Service Request

The undersigned requests from National Grid Engineering & Survey Inc. (formerly named "KeySpan Engineering & Survey Inc.") the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

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

THE NARRAGANSETT ELECTRIC 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 Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	_____
Marketing and Sales	<u>X</u>	_____
Meter Operations	<u>X</u>	_____
Research and Development	<u>X</u>	_____
Gas and Electric Transmission and Distribution Planning	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

The Narragansett Electric 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 Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

KeySpan Utility Services LLC

SERVICE AGREEMENT

This Service Agreement ("Agreement") dated as of January 1, 2008 by and between KeySpan Utility Services LLC ("KUS"), 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"). KUS and the Client Companies may each be referred to herein as a "Party," and collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, KUS 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, KUS 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, KUS and the Client Companies desire for KUS 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 KUS 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, KUS 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, KUS 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 KUS by providing KUS an executed service request in the form set forth in Exhibit II.

(b) By December 1 of calendar year, KUS 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 KUS in writing of the services it elects to receive from KUS 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 KUS, (ii) the cost for the services covered by the activity, project, program or work order shall include any expense incurred by KUS 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 KUS 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 KUS 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 KUS.

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 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.

(b) Notwithstanding anything in this Agreement to the contrary, KUS, 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 KUS 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 promulgated thereunder.

ARTICLE 2
COMPENSATION AND BILLING

2.1 Compensation. As and to the extent required by law, KUS shall provide the services hereunder at cost. Exhibit I hereto sets forth the rules KUS shall use for determining and allocating costs to the Client Companies. KUS 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, KUS shall render a monthly bill to each Client Company which shall reflect the billing information necessary to identify the costs charged for the services KUS provided in the preceding month. A Client Company shall pay its invoice by check, wire transfer or money pool transaction to KUS (at the account designated by KUS) 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 KUS and a Client Company until (a) terminated by the Client Company upon sixty (60) days advance written notice to KUS, or (b) terminated by KUS 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 KUS:

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

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

4.3 Accounts. All accounts and records of KUS 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, KUS shall permit a Client Company reasonable access to the accounts and records of KUS 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. KUS and each Client Company may enter into

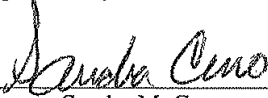
non-binding service level agreements (as described more fully in KUS' policies and procedures manual), the purpose of which will be to set forth in general terms the shared service expectations between KUS and the Client Company as a managerial tool to facilitate matching the Client Companies needs to the capabilities of KUS. 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. KUS 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 KUS. This Agreement shall inure to the benefit and shall be binding upon the Parties and their permitted successors and assigns.

IN WITNESS WHEREOF, KUS 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.

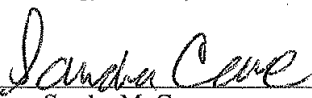
KeySpan Utility Services LLC

By: 
Name: Sandra M. Cano
Title: Assistant Secretary

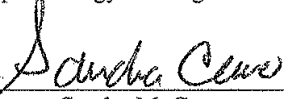
KeySpan Gas East Corporation d/b/a KeySpan
Energy Delivery Long Island

By: _____
Name: Philip A. DeCicco, Jr.
Title: Assistant Secretary

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

By: 
Name: Sandra M. Cano
Title: Assistant Secretary

KeySpan Energy Trading Services LLC

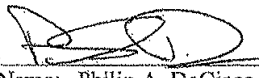
By: 
Name: Sandra M. Cano
Title: Assistant Secretary

IN WITNESS WHEREOF, KUS 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 Utility Services LLC

By: _____
Name: Sandra M. Cano
Title: Assistant Secretary

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

By: 
Name: Philip A. DeCicco, Jr.
Title: Assistant Secretary

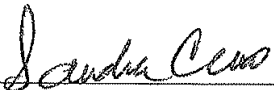
The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

By: _____
Name: Sandra M. Cano
Title: Assistant Secretary


KeySpan Energy Trading Services LLC

By: _____
Name: Sandra M. Cano
Title: Assistant Secretary

KeySpan Electric Services LLC

By: 
Name: Sandra M. Cano
Title: Assistant Secretary

KeySpan Generation LLC

By: 
Name: Sandra M. Cano
Title: Assistant Secretary

(Continued Signature Page to the KeySpan Utility Services LLC Service Agreement)

Colonial Gas Company

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

Essex Gas Company

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

Boston Gas Company

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


EnergyNorth Natural Gas, Inc.

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

The Narragansett Electric Company

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

Niagara Mohawk Power Corporation

By:  _____
Name: William R. Richer
Title: Assistant Treasurer and
Assistant Controller

The Narragansett Electric Company

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

Niagara Mohawk Power Corporation

By: _____
Name: _____
Title: _____

Schedule A

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 Energy Trading Services LLC
Colonial Gas Company
Essex Gas Company
Boston Gas Company
EnergyNorth Natural Gas, Inc.
The Narragansett Electric Company
Niagara Mohawk Power Corporation

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
KeySpan Generation LLC
Colonial Gas Company
Essex Gas Company
Boston Gas Company
EnergyNorth Natural Gas, Inc.
The Narragansett Electric Company
Niagara Mohawk Power Corporation

EXHIBIT I

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

A. Description of Services Offered by KeySpan Utility Services

1. Fuel Management

Manage Client Companies' purchase, sale, movement, transfer and accounting of gas quantities to ensure continued recovery of all prudently incurred energy purchase costs through local jurisdictional cost recovery mechanisms.

Provide services and systems dedicated to energy marketing, including marketing and trading of gas and energy price risk management. Develop marketing and sales programs in physical and financial markets for regulatory and specific contractual requirements. Activities include short-term planning, billing and reconciliations.

2. Marketing and Sales

Plan, formulate and implement marketing and sales programs, as well as provide associated marketing services to assist Client Companies with improving customer satisfaction, load retention and shaping, growth of residential, commercial/industrial energy sales and deliveries, energy conservation and efficiency. Assist Client Companies in carrying out policies and programs for the development of plant locations and of industrial, commercial and wholesale markets. Develop and administer Marketing research and planning programs as well as advertising/telemarketing programs. Perform load research, econometric modeling, and sales and revenue forecasting for jurisdictional gas subsidiaries.

3. Meter Operations

Purchase, repair and refurbish meters for Client Companies.

4. Research and Development

Investigate and conduct research relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Client Companies all research developments and programs of significance affecting Client Companies and the energy industry. Advise and assist in the solution of technical problems arising out of Client Companies' operations.

5. Gas and Electric Transmission and Distribution Planning

Provide gas and electric transmission and distribution planning services as related to system and safety reliability, expansion and load handling capabilities.

6. 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 KUS, including a reasonable return on capital which will reflect a capitalization of KUS of no more than equity of ten percent (10%), and all associated taxes.

KUS 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 KUS 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, KUS 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. KUS will establish annual budgets for controlling the expenses of each department.

Monthly KUS 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, KUS 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 KUS 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 KUS 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 KUS 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>
Marketing and Sales	3-point formula
Fuel Management	sendout 3-point formula
Research and Development	3-point formula
Meter Operations	#of meters
Gas and Electric Transmission and Distribution Planning	Property
Executive and Administrative	3-point formula

Definition of Allocation Factors to be used by KUS

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 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.

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.

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 ratios will be calculated annually based on actual experience.

EXHIBIT II
Form of Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Colonial Gas 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:

Colonial Gas Company
One MetroTech Center
Brooklyn, New York 11201

EXHIBIT II
Form of Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Essex Gas 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 Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Boston Gas 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 Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

EnergyNorth Natural Gas, Inc.

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 Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Niagara Mohawk Power Corporation

By: 
Name: William R. Richer
Title: Assistant Treasurer and
Assistant Controller

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

EXHIBIT II
Form of Service Request

The undersigned requests from KeySpan Utility Services LLC all of the services selected below. The services requested hereunder shall commence on January 1, 2008 and be provided through December 31, 2008.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

The Narragansett Electric Company

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

Accession to
National Grid Utility Services LLC Service Agreement

Effective as of January 1, 2011 ("*Effective Date*")

Reference is made to that certain Service Agreement by and between National Grid Utility Services LLC (formerly known as KeySpan Utility Services LLC) and Client Companies dated as of January 1, 2008 (the "*Service Agreement*"). Any capitalized term used but not defined herein shall have the meaning specified for such term in the Service Agreement.

As of the Effective Date, each of the undersigned companies shall be deemed to be a Client Company under the Service Agreement and shall be bound by the terms of the Service Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their respective duly authorized officers as of the Effective Date.

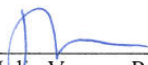
GRANITE STATE ELECTRIC COMPANY

By: 
Name: Julie Vernon-Parry
Title: Assistant Treasurer

MASSACHUSETTS ELECTRIC COMPANY

By: 
Name: Julie Vernon-Parry
Title: Assistant Treasurer

NANTUCKET ELECTRIC COMPANY

By: 
Name: Julie Vernon-Parry
Title: Assistant Treasurer

Agreed and accepted:

NATIONAL GRID UTILITY SERVICES LLC

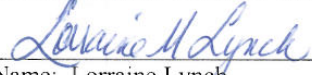
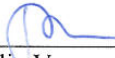
By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	—
Marketing and Sales	<u>X</u>	—
Meter Operations	<u>X</u>	—
Research and Development	<u>X</u>	—
Gas and Electric Transmission and Distribution Planning	<u>X</u>	—
Executive and Administrative	<u>X</u>	—

Nantucket Electric Company
(Client Company)

By: 
Name: Julie Vernon-Parry
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
40 Sylvan Road
Waltham, MA 02451

EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Massachusetts Electric Company
(Client Company)

By: 
Name: Julie Vernon-Parry
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
40 Sylvan Road
Waltham, MA 02451

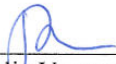
EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2011 and be provided through December 31, 2011.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	___
Marketing and Sales	<u>X</u>	___
Meter Operations	<u>X</u>	___
Research and Development	<u>X</u>	___
Gas and Electric Transmission and Distribution Planning	<u>X</u>	___
Executive and Administrative	<u>X</u>	___

Granite State Electric Company

(Client Company)

By: 
Name: Julie Vernon-Parry
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
40 Sylvan Road
Waltham, MA 02451



Thomas R. Teehan
Senior Counsel

March 23, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Extension of Mutual Assistance Agreement to March 24, 2012

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an extension of the Mutual Assistance Agreement ("Agreement") previously entered into by The Narragansett Electric Company¹ on March 28, 2008. The extension of this Agreement is effective as of March 25, 2011.

In accordance with Paragraph 6 of the Agreement, the termination date of the Agreement has been extended to March 24, 2012. I certify that the enclosed documents are accurate copies of this extension 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 "T. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid.



Effective as of March 25, 2011

RE: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Agreement for an additional 364 days by extending the Termination Date of the Agreement to March 24, 2012 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, all parties to the Agreement have duly executed this instrument as of the day and the year set forth above.

MASSACHUSETTS ELECTRIC COMPANY

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

NANTUCKET ELECTRIC COMPANY

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

THE NARRAGANSETT ELECTRIC COMPANY

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

GRANITE STATE ELECTRIC COMPANY

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

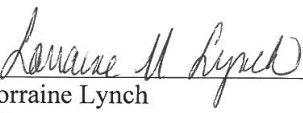
NEW ENGLAND POWER COMPANY

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

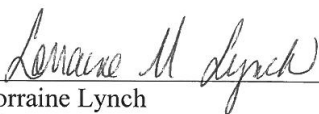
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

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

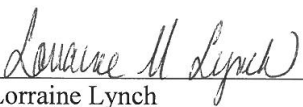
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

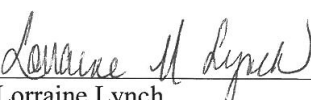
NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

BOSTON GAS COMPANY

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

COLONIAL GAS COMPANY

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

ENERGYNORTH NATURAL GAS, INC.

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

KEYSPAN GAS EAST CORPORATION

By: Julie Vernon-Parry
Name: Julie Vernon-Parry
Title: Assistant Treasurer

THE BROOKLYN UNION GAS COMPANY

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

NATIONAL GRID ELECTRIC SERVICES LLC

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

NATIONAL GRID GENERATION LLC

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

NATIONAL GRID ENGINEERING & SURVEY INC.

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

NATIONAL GRID UTILITY SERVICES LLC

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

MUTUAL ASSISTANCE AGREEMENT

Dated as of March 28, 2008

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. The parties mutually agree that the Mutual Assistance Agreement dated as of October 1, 2007 is hereby terminated.

The effective date of this Agreement shall be March 28, 2008. This Agreement shall be in effect through March 27, 2009 ("Termination Date"). Subject to the receipt of any required approvals of any state regulatory body having jurisdiction, the Termination Date may be extended by mutual written agreement of all parties hereto and this Agreement shall continue in full force and effect through such extended Termination Date agreed to by the parties.

7. 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: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

NANTUCKET ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY

By: John G. Cochrane
Name: John G. Cochrane
Title: Treasurer

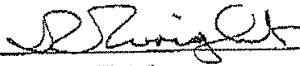
GRANITE STATE ELECTRIC COMPANY

By: Barbara Hassan
Name: Barbara Hassan
Title: Senior Vice President

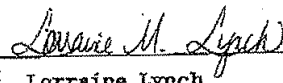
NEW ENGLAND POWER COMPANY

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

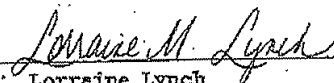
NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By: 
Name: David Wright
Title: Vice President


NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Barbara Hassan
Title: Senior Vice President

BOSTON GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

ESSEX GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

COLONIAL GAS COMPANY

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer

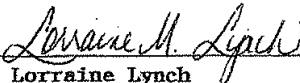
ENERGYNORTH NATURAL GAS, INC.

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President & Chief Operating Officer


KEYSPAN GAS EAST CORPORATION

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President

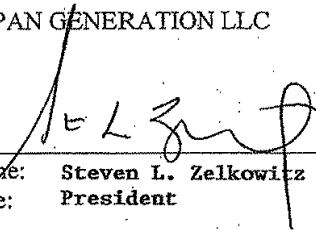
THE BROOKLYN UNION GAS COMPANY

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

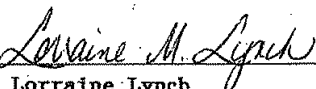
KEYSPAN ELECTRIC SERVICES, LLC

By: 
Name: **James G. Holodak**
Title: **Vice President**

KEYSPAN GENERATION LLC

By: 
Name: **Steven L. Zelkowitz**
Title: **President**

KEYSPAN ENGINEERING & SURVEY, INC.

By: 
Name: **Lorraine Lynch**
Title: **Vice President & Treasurer**

KEYSPAN UTILITY SERVICES LLC

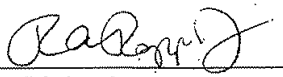
By: 
Name: **Richard A. Rapp, Jr.**
Title: **Vice President**

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.



Thomas R. Teehan
Senior Counsel

May 25, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Liquid Refill InterCompany Agreement among Colonial Gas Company, Boston Gas Company,
The Narragansett Electric Company, and EnergyNorth Natural Gas, Inc.**

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an InterCompany Agreement ("Agreement") executed on May 18, 2011, by and among Colonial Gas Company, Boston Gas Company, The Narragansett Electric Company and Energy North Natural Gas, Inc.¹

I certify that the enclosed documents are accurate copies the above-referenced 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, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ Colonial Gas Company, Boston Gas Company, The Narragansett Electric Company, Energy North Natural Gas, Inc. (each d/b/a National Grid).

AGREEMENT

This agreement ("Agreement") is entered into as of April 25, 2011 by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), The Narragansett Electric Company d/b/a National Grid ("Narragansett"), and EnergyNorth Natural Gas, Inc. d/b/a National Grid NH ("EnergyNorth"). Colonial, Boston, Narragansett, and EnergyNorth may be referred to herein as the "Parties".

RECITALS

WHEREAS, Colonial is party to an agreement (the "Distrigas Agreement") with Distrigas of Massachusetts LLC ("Distrigas") pursuant to which Colonial purchases liquefied natural gas ("LNG") from Distrigas at Distrigas' truck loading facility located in Everett, Massachusetts, and

WHEREAS, the Distrigas Agreement is effective April 25, 2011 through and including October 31, 2011, and

WHEREAS, from time to time, Colonial shall sell quantities of LNG purchased pursuant to the Distrigas Agreement to its affiliates Boston, Narragansett and EnergyNorth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett, EnergyNorth and Colonial agree as follows:

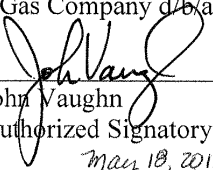
ARTICLE I

- 1.1 From time to time during the term of the Distrigas Agreement, Colonial shall sell LNG purchased from Distrigas pursuant to the Distrigas Agreement to Boston, Narragansett and/or EnergyNorth.
- 1.2 For such sales, transfer of title to the LNG from Colonial to Boston, Narragansett and/or EnergyNorth shall take place immediately upon the purchase of the LNG by Colonial at the Distrigas facility.

- 1.3 Colonial represents and warrants that it has good and merchantable title to all LNG sold to Boston, Narragansett and/or EnergyNorth hereunder.
- 1.4 For such sales, the price paid by Boston, Narragansett and/or EnergyNorth shall be the price paid by Colonial to Distrigas under the Distrigas Agreement.
- 1.5 Boston, Narragansett and/or EnergyNorth shall arrange for transportation of any LNG purchased from Colonial from the Distrigas facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
- 1.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- 1.7 As between the Parties, Colonial shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Boston, Narragansett or EnergyNorth; and Boston, Narragansett or EnergyNorth, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.
- 1.8 This Agreement shall be effective as of April 25, 2011 through and including October 31, 2011.

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

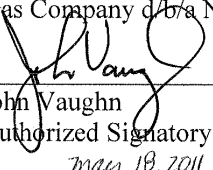
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

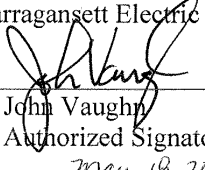
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

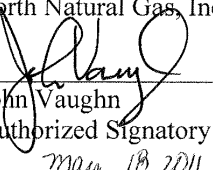
The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

EnergyNorth Natural Gas, Inc. d/b/a National Grid NH



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja



Thomas R. Teehan
Senior Counsel

December 9, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Liquid Refill InterCompany Agreement among Colonial Gas Company, Boston Gas Company, The Narragansett Electric Company, and EnergyNorth Natural Gas, Inc.

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of Amendment No. 1 to an LNG refill agreement by and among Colonial Gas Company, Boston Gas Company, The Narragansett Electric Company and Energy North Natural Gas, Inc.. The amendment was executed on December 7, 2011, and it extends the LNG refill agreement, from October 31, 2011 through December 31, 2011. Also enclosed are copies of the LNG refill agreement and related agreements between Colonial Gas and Distrigas and amendments thereto.

I certify that the enclosed documents are accurate copies of the above-referenced 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 "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

Amendment No. 1

This Amendment, entered into as of November 1, 2011 ("Amendment"), is made and entered into by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), The Narragansett Electric Company d/b/a National Grid ("Narragansett") and EnergyNorth Natural Gas, Inc. d/b/a National Grid NH ("EnergyNorth"). Colonial, Boston, Narragansett and EnergyNorth may be referred to herein as the "Parties".

WHEREAS Colonial is party to an agreement (the "Distrigas Agreement") with Distrigas of Massachusetts LLC ("Distrigas") pursuant to which Colonial purchases LNG from Distrigas at Distrigas' truck loading facility located in Everett, Massachusetts; and

WHEREAS the Distrigas Agreement has been extended through and including December 31, 2011; and

WHEREAS, the Parties have previously entered into that Agreement dated as of April 25, 2011 under which Colonial shall, from time to time sell quantities of LNG purchased pursuant to the Distrigas Agreement to its affiliates Boston, Narragansett and EnergyNorth ("Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term thereof through and including December 31, 2011.

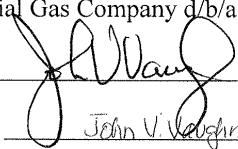
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.8 of the Agreement is amended to delete "October 31, 2011" and replace it with "December 31, 2011".
2. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writing with respect thereto.
3. No amendment, modification or waiver in respect of this Amendment will be effective unless in writing and executed by each of the Parties.
4. This Amendment may be executed and delivered in counterparts each of which will be deemed an original.

5. Unless otherwise defined herein, capitalized terms not defined shall have the same meanings assigned to such terms in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first written above.

Colonial Gas Company d/b/a National Grid

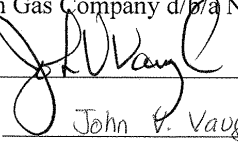
By:  *CRC ja*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

Boston Gas Company d/b/a National Grid

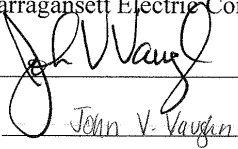
By:  *CRC ja*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

The Narragansett Electric Company d/b/a National Grid

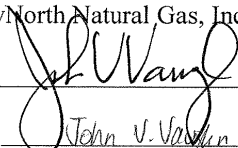
By:  *CRC ja*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

EnergyNorth Natural Gas, Inc. d/b/a National Grid

By:  *CRC ja*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

Amendment ID # 2095
LTO CONTRACT ID # 3075

 ORIGINAL

AGREEMENT

This agreement ("Agreement") is entered into as of April 25, 2011 by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), The Narragansett Electric Company d/b/a National Grid ("Narragansett"), and EnergyNorth Natural Gas, Inc. d/b/a National Grid NH ("EnergyNorth"). Colonial, Boston, Narragansett, and EnergyNorth may be referred to herein as the "Parties".

RECITALS

WHEREAS, Colonial is party to an agreement (the "Distrigas Agreement") with Distrigas of Massachusetts LLC ("Distrigas") pursuant to which Colonial purchases liquefied natural gas ("LNG") from Distrigas at Distrigas' truck loading facility located in Everett, Massachusetts, and

WHEREAS, the Distrigas Agreement is effective April 25, 2011 through and including October 31, 2011, and

WHEREAS, from time to time, Colonial shall sell quantities of LNG purchased pursuant to the Distrigas Agreement to its affiliates Boston, Narragansett and EnergyNorth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett, EnergyNorth and Colonial agree as follows:

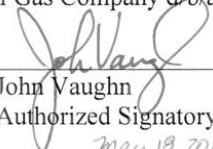
ARTICLE I

- 1.1 From time to time during the term of the Distrigas Agreement, Colonial shall sell LNG purchased from Distrigas pursuant to the Distrigas Agreement to Boston, Narragansett and/or EnergyNorth.
- 1.2 For such sales, transfer of title to the LNG from Colonial to Boston, Narragansett and/or EnergyNorth shall take place immediately upon the purchase of the LNG by Colonial at the Distrigas facility.

- 1.3 Colonial represents and warrants that it has good and merchantable title to all LNG sold to Boston, Narragansett and/or EnergyNorth hereunder.
- 1.4 For such sales, the price paid by Boston, Narragansett and/or EnergyNorth shall be the price paid by Colonial to Distrigas under the Distrigas Agreement.
- 1.5 Boston, Narragansett and/or EnergyNorth shall arrange for transportation of any LNG purchased from Colonial from the Distrigas facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
- 1.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- 1.7 As between the Parties, Colonial shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Boston, Narragansett or EnergyNorth; and Boston, Narragansett or EnergyNorth, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.
- 1.8 This Agreement shall be effective as of April 25, 2011 through and including October 31, 2011.

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

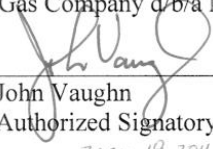
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

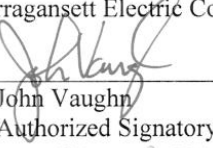
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

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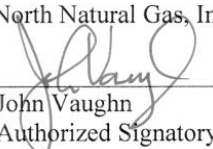
The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

EnergyNorth Natural Gas, Inc. d/b/a National Grid NH



John Vaughn
Authorized Signatory
Date: May 18, 2011

CRC
ja

Contract No. FLS187

**SERVICE AGREEMENT
FOR FIRM LIQUID SERVICE
BETWEEN
DISTRIGAS OF MASSACHUSETTS LLC
AS SELLER
AND
COLONIAL GAS COMPANY d/b/a NATIONAL GRID
AS BUYER**

SERVICE AGREEMENT FOR FIRM LIQUID SERVICE

This Service Agreement for Firm Liquid Service, dated as of April 20, 2011 (No. FLS187) ("Service Agreement"), is made and entered into by and between Distrigas of Massachusetts LLC, a Delaware limited liability company with a principal location at 20 City Square, Suite 3, Charlestown, Massachusetts 02129 ("Seller"), and Colonial Gas Company d/b/a National Grid, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal location at 40 Sylvan Road, Waltham, Massachusetts 0245 ("Buyer").

WITNESSETH

WHEREAS, Seller owns and operates a Liquefied Natural Gas ("LNG") terminal in Everett, Massachusetts and is engaged in the purchase, terminaling, and sale of LNG; and

WHEREAS, Buyer desires to purchase LNG services from Seller.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, together with other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer do mutually covenant and agree as follows:

ARTICLE I QUANTITY

- 1.1 Seller agrees to sell and Buyer agrees to purchase, on a firm basis, subject to the terms and delivery conditions hereinafter set forth, a quantity of LNG up to thirteen (13) truckloads (approximately 12,350 MMBtu in total per day) ("Maximum Daily Quantity" or "MDQ") with a total quantity during the term of this Service Agreement not to exceed 1,950,000 MMBtu ("Total Quantity"), plus any additional quantities required to fill a final truck to capacity.
- 1.2 When requested by Buyer, Seller, in its sole discretion and judgment, will attempt to provide quantities of LNG in excess of the amount of firm services described in Section 1.1 on an interruptible basis.
- 1.3 Buyer will provide to Seller, by May 1, 2011, to be updated on the first of each month, a schedule showing the estimated quantities of LNG to be taken in each month during the term of this Service Agreement. Amounts of LNG shall be stated on a basis of MMBtu of liquid per month. The schedule to be provided under this section shall not be binding on Buyer but rather serve as a guide to aid Seller in planning deliveries of LNG.

**ARTICLE II
POINT(S) OF DELIVERY**

- 2.1 The Point(s) of Delivery for LNG sold hereunder shall be at the point(s) described on Exhibit "A" attached hereto and incorporated herein.

**ARTICLE III
QUALITY**

- 3.1 The quality of the LNG delivered in liquid form shall be in accordance with the specifications contained in Seller's Statement of Terms and Conditions for Liquid Service effective as of August 23, 2008 ("Terms of Liquid Service"). A copy of the Terms of Liquid Service is attached hereto and incorporated herein by reference.

**ARTICLE IV
DELIVERY CONDITIONS**

- 4.1 Liquid Delivery Conditions. Subject to receipt of 48 hours' notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
- 4.1.1 Trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
- (a) Minimum capacity of 6,000 gallons.
 - (b) Maximum pressure at time of loading of 15 psig.
 - (c) Pre-cooled to at least - 240° Fahrenheit.
 - (d) Previous cargo shall have been LNG, or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out.
 - (e) Safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.

Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool down, which LNG will be sold to Buyer at the price provided in Article V.

- 4.1.2 Seller in its sole discretion may deliver LNG on less than 48 hours' notice upon the request of Buyer.

**ARTICLE V
PRICE**

- 5.1 Buyer shall make a non-refundable call payment to Seller in the amount of Two Million Five Hundred Thirty Four Thousand and 00/100 U.S. Dollars (\$2,534,000.00) ("Call Payment"), for firm liquid service for the Total Quantity of LNG set forth in Section 1.1 hereunder. The Call Payment shall be paid to Seller in seven (7) equal, consecutive monthly installments of Three Hundred Sixty Two Thousand and 00/100 U.S. Dollars (\$362,000.00), commencing in April 2011, and continuing through and including October 2011 during the term of this Service Agreement. The Call Payment shall not exceed the Call Payment Cap prescribed in Section III.A of Seller's Terms of Liquid Service. To the extent that a Call Payment as increased by the Additional Call Payment (if any) exceeds the applicable Call Payment Cap, Seller will refund such excess with interest, if any calculated pursuant to Section 154.501(d)(1) of the Commission's Regulations, 18 C.F.R. § 154.501(d)(1). The Call Payment Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett, Massachusetts marine LNG terminal and does not include any reservation or other charges for transportation incurred by Seller in making deliveries for or on behalf of Buyer under this Service Agreement.
- 5.2 For each MMBtu of LNG delivered in liquid form to Buyer, Buyer will pay to Seller a commodity rate per MMBtu equal to the New York Mercantile Exchange ("NYMEX") natural gas futures contract settlement price for the last day of trading for the month in which the gas is purchased, as posted in the Wall Street Journal, plus Zero and 40/100 U.S. Dollars (\$0.40) ("Commodity Rate"). As to sales for resale in interstate commerce, the Commodity Rate will not exceed the Firm Commodity Cap prescribed in Section III.A of Seller's Terms of Liquid Service. The Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett, Massachusetts, marine LNG terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Service Agreement. For purposes of determining the Firm Commodity Cap under this Section 5.2, the Gas Price Index utilized shall be the monthly Gas Price Index.
- 5.3 Transportation of LNG from Seller's marine LNG terminal in Everett, Massachusetts to the Point(s) of Delivery described in Exhibit "A" shall be scheduled by Buyer. Seller may require Buyer to schedule such deliveries of LNG at its LNG terminal any time within a twenty-four (24) hour per day, seven (7) day per week schedule. All costs associated with such transportation shall be the responsibility of Buyer and shall be billed to Buyer on an as-billed basis.
- 5.4 Excess quantities of LNG sold hereunder shall be sold at a price to be negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section III.A of Seller's Terms of Liquid Service.

**ARTICLE VI
METERING AND MEASUREMENT**

- 6.1 The metering and measurement of the LNG delivered hereunder in liquid form shall be in accordance with Seller's Terms of Liquid Service.

**ARTICLE VII
TERMS OF LIQUID SERVICE**

- 7.1 Seller's Terms of Liquid Service are incorporated herein for all purposes. In the event of a conflict between the terms and conditions of this Service Agreement and the terms and conditions of Seller's Terms of Liquid Service, the terms and conditions of this Service Agreement shall govern.

**ARTICLE VIII
TERM**

- 8.1 Subject to any requisite governmental authorizations, this Service Agreement shall take effect on April 25, 2011, and shall remain in effect through and including October 31, 2011.

**ARTICLE IX
FORCE MAJEURE**

- 9.1 Force majeure under this Service Agreement shall be governed by Section III.E of Seller's Terms of Liquid Service.

**ARTICLE X
BILLING AND PAYMENT**

- 10.1 Billing and payment under this Service Agreement shall be governed by Section III.C of Seller's Terms of Liquid Service.

**ARTICLE XI
NOTICES**

- 11.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Service Agreement, or any notice which either party desires to give to the other, shall be in writing, and shall be delivered (i) in person, (ii) by a nationally recognized delivery service, (iii) via facsimile or electronic mail, or (iv) by United States Mail, return receipt requested, and shall be considered duly delivered upon receipt at the

addresses below or at such other addresses as may be hereafter furnished by one party to the other in writing:

**Seller
(Payments)**

If by Check:

Distrigas of Massachusetts LLC
c/o GDF SUEZ Gas NA LLC
1990 Post Oak Boulevard, Suite 1900
Houston, TX 77056
Attn: Accounting Department
Telephone: (713) 636-1422
Facsimile: (713) 636-1613

If by Wire Transfer:

Bank: JP Morgan Chase Bank
Houston, TX 77002
ACT No: 00113321203
ABA No: 021000021
REF: Distrigas of Massachusetts LLC

**Seller
(Notices)**

Distrigas of Massachusetts LLC
20 City Square, Suite 3
Charlestown, MA 02129
Attn.: Contract Administration
Telephone No.: (617) 886-8700
Facsimile No.: (617) 886-8844
Electronic Mail: greig.whitney@gdfsuezna.com

**Buyer
(Invoices)**

Colonial Gas Company
d/b/a National Grid
c/o National Grid
100 East Old Country Road
Hicksville, NY 11801
Attn: Back Office
Telephone No.: (516) 545-6032
Facsimile No.: (516) 545-5469

**Buyer
(Notices)**

Colonial Gas Company
d/b/a National Grid
c/o National Grid
40 Sylvan Road, E3/606
Waltham, MA 02451
Attn: Ms. Elizabeth Arangio
Telephone No.: (781) 907-1639
Facsimile No.: (781) 907-1647
Electronic Mail: Elizabeth.arangio@us.ngrid.com

**ARTICLE XII
ASSIGNMENT**

- 12.1 This Service Agreement shall be freely assignable to any affiliate of a party hereto and to any financing entity and may be assigned to any other third party upon prior written consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XII, an affiliate shall mean any entity that controls, is controlled by, or is under common control with, a party.
- 12.2 This Service Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Service Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

SELLER:

DISTRIGAS OF MASSACHUSETTS LLC

By: 

Name: Joseph P. Murphy

Title: Vice President, Sales & Marketing
Eastern Region

BUYER:

**COLONIAL GASS COMPANY
d/b/a NATIONAL GRID**

By: _____

Name: Elizabeth Arangio

Title: Director, Gas Supply Planning

EXHIBIT A
POINT(S) OF DELIVERY

Service Agreement for Firm Liquid Service dated as of April 20, 2011, between Distrigas of Massachusetts LLC (“Seller”) and Colonial Gas Company d/b/a National Grid (“Buyer”).

Points of Delivery:

For firm (and interruptible, if any) liquid service, at the truck loading flange of Seller’s marine LNG terminal located in Everett, Massachusetts.

AMENDMENT

Distrigas of Massachusetts LLC, Delaware limited liability company ("DOMAC"), and Colonial Gas Company d/b/a National Grid, a corporation duly organized under the laws of the Commonwealth of Massachusetts, hereby agree, effective as of April 20, 2011 ("Effective Date"), to the following Amendment ("Amendment"), which hereby modifies and amends the Statement of Terms and Conditions for Liquid Service Provided by Distrigas of Massachusetts LLC effective as of August 23, 2008 ("Terms of Liquid Service"). Unless specifically agreed to otherwise in a Service Agreement entered into by the parties, the Terms of Liquid Service, as modified by this Amendment, shall apply to all sales of LNG in liquid form between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Terms of Liquid Service.

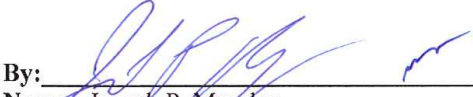
1. In Section III(C)(5), the second sentence in the paragraph is deleted in its entirety.
2. In Section III(L)(1)(a), subsection (iii) is deleted in its entirety and replaced with the following:

"iii. a list of Buyer's parents and subsidiaries, if applicable."
3. Except as expressly modified herein, all of the terms and conditions of the Terms of Liquid Service shall remain in full force and effect and shall govern this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to supplement and, where applicable, to modify and supersede the Terms for Liquid Service by and between the parties.

DISTRIGAS OF MASSACHUSETTS LLC

COLONIAL GAS COMPANY
d/b/a NATIONAL GRID

By: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing
Eastern Region

By: _____
Name: Elizabeth Arangio
Title: Director, Gas Supply Planning

EFFECTIVE DATE: AUGUST 23, 2008

**STATEMENT OF TERMS AND CONDITIONS
FOR LIQUID SERVICE
PROVIDED BY
DISTRIGAS OF MASSACHUSETTS LLC**

**EFFECTIVE AS OF
AUGUST 23, 2008**

EFFECTIVE DATE: AUGUST 23, 2008

I. Applicability

This Statement of Terms and Conditions for Liquid Service effective as of August 23, 2008 ("Terms of Liquid Service" as further defined herein), apply to the sales of LNG in liquid form by Distrigas of Massachusetts LLC ("DOMAC") on a firm or interruptible basis, including as part of a combination sales service in which the Buyer may take all or some portion of the contractual quantity as either liquid or vapor. Unless a Buyer agrees, in such Buyer's discretion, to different terms and conditions in a Service Agreement, these Terms of Liquid Service shall be incorporated into and made a part of all Service Agreements for liquid service.

II. Description of Services and Rates

A. Firm Liquid Sales Service

1. Availability

Firm liquid sales service ("FLSS") is available to any Buyer that has executed a Service Agreement with DOMAC to purchase liquid on a firm basis for resale, including as part of a firm combination service that includes a vapor option for all or some portion of the contract quantity.

2. Applicability and Character of Service

- a. LNG To Be Terminated and Delivered. All LNG purchased under a Service Agreement for FLSS shall be terminated and delivered under these Terms of Liquid Service.
- b. Quantity. The Maximum Daily Quantity, Maximum Contract Quantity, and Annual Contract Quantity shall be as negotiated between Buyer and DOMAC.
- c. Delivery. Delivery of LNG in liquid form may occur at DOMAC's Terminal, at Buyer's facilities, or as otherwise agreed by Buyer and DOMAC.

3. Call Payment

- a. A prepayment ("Call Payment") may be required in an amount to be negotiated between Buyer and DOMAC. The Call Payment negotiated between Buyer and DOMAC shall not exceed, on a per unit basis, the Call Payment Cap.
- b. To the extent that a Call Payment may exceed the applicable Call Payment Cap by reason of a decrease in the demand rate charged by Algonquin or Tennessee, DOMAC will refund such excess with interest, if any, calculated using the method set forth in Section 154.501(d)(1) of the Commission's Regulations, 18 C.F.R. § 154.501(d)(1).

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4. **Commodity Rate.** The commodity rate shall be as negotiated between Buyer and DOMAC. The average commodity rate over the term of the Service Agreement shall not exceed the average over such term of the Firm Commodity Cap applicable to such sales. The Firm Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of DOMAC's Terminal and does not include any transportation or other charges incurred by DOMAC in making deliveries for or on behalf of Buyer.
5. **Term.** The term of the Service Agreement hereunder shall be as negotiated between Buyer and DOMAC.

B. Interruptible Liquid Sales Service

1. **Availability.**

Interruptible liquid sales service ("ILSS") is available to any Buyer that has executed a Service Agreement with DOMAC to purchase liquid on an interruptible basis for resale.

2. **Applicability and Character of Service.**

- a. **LNG To Be Terminated and Delivered.** All LNG purchased under a Service Agreement for ILSS shall be terminated and delivered pursuant to these Terms of Liquid Service.
- b. **Quantity.** The quantity shall be as negotiated between Buyer and DOMAC.
- c. **Delivery.** The point of delivery from DOMAC to Buyer will be at the point or points mutually agreed upon.

3. **Rate.**

Commodity Rate. The rate for ILSS shall be as negotiated between Buyer and DOMAC, as specified in the Service Agreement, provided that the commodity rate for ILSS shall not exceed the Interruptible Commodity Cap.

4. **Term.**

The term of the Service Agreement hereunder shall be as negotiated between Buyer and DOMAC.

III. General Terms and Conditions

A. Definitions

"Algonquin" means Algonquin Gas Transmission, LLC.

"Annual Contract Quantity" means the maximum quantity of LNG, in MMBtu, that Buyer is entitled to receive, and DOMAC is obligated to deliver, in any contract year

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during the term of a multi-year Service Agreement.

“Annual Gas Price Index” means, for any contract year (including any partial year) specified in the Service Agreement, the average of the NYMEX Henry Hub prices for the twelve (12) months of that contract year, determined on the basis of the closing prices of the NYMEX natural gas contracts for each month of the contract year on the date specified in the Service Agreement.

“Btu” means one British Thermal Unit.

“Buyer” shall mean any purchaser of LNG or natural gas from DOMAC.

“Buyer’s Trucks” means trucks under the control of Buyer or persons designated by Buyer and used to load LNG at the Terminal.

“Call Payment” has the meaning set forth in Section II.A.3.a of these Terms of Liquid Service.

“Call Payment Cap” means the sum of the firm transportation demand charges associated with the transportation of gas from western Canada to the northeastern United States of (U.S.), consisting of: (i) the demand charges under NOVA Pipeline’s Rate Schedule FS for firm transportation within Alberta to a point of interconnection with TransCanada Pipeline Ltd. (“TransCanada”) at Empress, Alberta; (ii) the demand charges under TransCanada’s FS Toll Schedule for firm transportation from Empress to the U.S.-Canadian border at Iroquois, Ontario; (iii) the demand charges under Iroquois, which are: (1) Rate Schedule RTS-1 for firm transportation from the border to Wright, New York, or (2) for Buyers with a Delivery Point on Algonquin’s pipeline, Rate Schedules RTS-1 and RTS-2 for firm transportation from the border to the interconnection with Algonquin at Brookfield, Connecticut; and (iv) the demand charges for firm transportation from Wright, New York to Buyer under Tennessee’s Rate Schedule NET or Algonquin’s Rate Schedule AFT-2, or, if Buyer is not currently served by Canadian supplies delivered through the Iroquois system, the demand charges under Tennessee’s Rate Schedule NET for firm transportation from Wright, New York to eastern Massachusetts. The Call Payment Cap applies to the price of LNG calculated at the tailgate of DOMAC’s Terminal and does not include any reservation or other charges for transportation incurred by DOMAC in making deliveries for or on behalf of Buyer under these Terms of Liquid Service.

“Call Payment Remainder” means the difference between the Call Payment Cap and the negotiated Call Payment, expressed on a per MMBtu basis, assuming that Buyer were to take delivery of the full contract quantity specified in the Service Agreement.

“Commission” means the Federal Energy Regulatory Commission.

“Daily Gas Price Index” means, for any day, the average of (i) the prices of gas reported for that day (or the last previous day for which prices have been reported) in Gas Daily for deliveries made to Texas Eastern in Zone ELA; and (ii) the average of the prices of gas reported for that day (or the last previous day for which prices have been reported) in

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Gas Daily for deliveries made to (A) Tennessee in Louisiana -- 500 Leg and (B) Tennessee in Louisiana -- 800 Leg.

“Daily Maximum Storage Quantity” means the mutually agreed maximum quantity of LNG to be stored in Buyer’s facilities.

“Daily Minimum Storage Quantity” means the mutually agreed minimum quantity of LNG to be stored in Buyer’s facilities.

“Day” shall mean the period between 10:00 a.m. and 10:00 a.m. Eastern Time on successive calendar days. Any reference to a date in these Terms of Liquid Service means the Day starting at 10:00 a.m. on such date.

“DOMAC” has the meaning set forth in Part I of these Terms of Liquid Service.

“Firm Commodity Cap” means the sum of (i) the applicable Gas Price Index selected by Buyer and set forth in the Service Agreement, (ii) the Transportation Commodity Cost and (iii) the Call Payment Remainder. The Gas Price Index selected by Buyer for purposes of calculating the Firm Commodity Cap may be the Daily Gas Price Index, the Monthly Gas Price Index or the Annual Gas Price Index. If no Gas Price Index is set forth in the Service Agreement, the Monthly Gas Price Index shall be utilized in calculating the Firm Commodity Cap.

“Gross Heating Value” means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.

“Interruptible Commodity Cap” means the unit rate calculated at one hundred percent (100%) load factor using the Call Payment Cap and Firm Commodity Cap. The Interruptible Commodity Cap applies to the price of LNG sold hereunder calculated at the tailgate of the Terminal and does not include any transportation or other charges incurred by DOMAC in making deliveries for or on behalf of Buyer under these Terms of Liquid Service.

“Iroquois” means Iroquois Gas Transmission Company, L.P.

“Liquefied Natural Gas” or “LNG” means natural gas at or below its boiling point at or near atmospheric pressure.

“Liquid Storage Capacity” means the full capacity of Buyer’s liquid storage facilities.

“Maximum Contract Quantity” or “MCQ” means the maximum quantity of LNG, in MMBtu, that Buyer is entitled to receive, and DOMAC is obligated to deliver, over the term of any Service Agreement.

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“Maximum Daily Quantity” or “MDQ” means the maximum quantity of LNG, in MMBtu, that Buyer is entitled to receive, and DOMAC is obligated to deliver, on any Day pursuant to any Service Agreement.

“MCF” means one thousand standard cubic feet of gas.

“MMBtu” means the amount of LNG which, when vaporized, would produce 1,000,000 Btu when combusted under the conditions set forth in the definition of “Gross Heating Value.”

“Month” means a calendar month beginning at 10:00 a.m. Eastern Time on the first Day of the calendar month and ending at 10:00 am Eastern Time on the first Day of the next succeeding calendar month.

“Monthly Gas Price Index” means, for any Month, the higher of: (x) the average of the prices of gas reported for that Month for deliveries made to Texas Eastern in Zone ELA and to Tennessee in Zone 1, as reported in the first issue of Inside FERC Gas Market Report published in such Month; or (y) the NYMEX Henry Hub settlement price for that Month on the last Day the contract is traded.

“Service Agreement” means an agreement for liquid or combination service that is subject to and incorporates by reference these Terms of Liquid Service.

“Terminal” means the land, facilities, and rights belonging to DOMAC at Everett, Massachusetts for the receipt, storage, terminaling, vaporization and delivery of LNG.

“Tennessee” means Tennessee Gas Pipeline Company.

“Terms of Liquid Service” means this Statement of Terms and Conditions for Liquid Service effective as of August 23, 2008 provided by Distrigas of Massachusetts LLC.

“Texas Eastern” means Texas Eastern Transmission Company.

“Transporting Pipeline” means a third party transporting vaporized LNG for or on behalf of DOMAC or Buyer.

“Transportation Commodity Cost” means the higher of the total effective transportation commodity costs under (x) Texas Eastern’s Rate Schedule FT-1 for Zone ELA to Zone M-3 plus Algonquin Gas Transmission’s Rate Schedule AFT-1 (F-1/WS-1); or (y) Tennessee’s Rate Schedule FT-A for Zone 1 to Zone 6, including, in each case, all charges and surcharges under such rate schedules payable on the basis of each MMBtu of gas delivered, plus the applicable amount of gas retained by the pipeline for fuel or losses, calculated at the applicable Daily Gas Price Index set forth in the Service Agreement.

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B. Quality

1. Specifications of LNG To Be Delivered

- a. LNG delivered by DOMAC at its Terminal shall have a Gross Heating Value and composition when vaporized conforming to the following specifications prior to odorization:

- i. a Gross Heating Value of between 950 and 1150 Btus per standard cubic foot (SCF);
- ii. constituent elements the percentage of which may vary within the following limits (in molecular percentage):

Nitrogen (N2)	between	0	and	6.00
Methane (C1)	above			85.65
Ethane (C2)	between	0	and	12.00
Propane (C3)	between	0	and	3.00
Isobutane(iC4)	between	0	and	.52
Normal butane (nC4)	between	0	and	.70
Pentane and higher (C5+)	between	0	and	.23

- iii. an amount of H2S not exceeding 5.75 mg/Nm³;

- iv. an amount of mercaptan sulfur not exceeding 2.3 mg/Nm³ and

- v. an amount of total sulfur not exceeding 30 mg/Nm³.

- b. Within thirty (30) days after a final order from the Commission in Docket No. RP07-504-000 regarding natural gas quality and interchangeability standards on the Algonquin pipeline, DOMAC shall conform to the specifications contained herein to those adopted for Algonquin.

2. Determination of Gross Heating Value of Liquid LNG

- a. DOMAC shall obtain at least one sample of LNG each Day delivery is made to any Buyer. The composition of each sample shall be determined by DOMAC by chromatographic analysis, and the Btus per pound of LNG for each sample calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value (Btu/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

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- b. The Btus per pound of LNG shall be determined each day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that day from LNG flowing from each tank. If a sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of DOMAC, the results of that sample will not be averaged in. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to DOMAC.
3. Measurement of Quantity of Liquid LNG
- a. Equipment. DOMAC shall maintain and operate at its Terminal truck scales for weighing LNG trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
 - b. Delivery to Buyer's Trucks. Where LNG is delivered at the Terminal to Buyer's trucks, the trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to trucks shall be shown on each bill of lading.
 - c. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.
4. Verification of Measurement
- a. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right at its own expense to verify in any reasonable manner with its own facilities or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section III.B.2 or III.B.3 of these Terms of Liquid Service, and DOMAC shall cooperate fully with Buyer in any exercise of this right.
 - b. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hereunder. The records and charts from such measuring equipment shall remain the property of their owner, and shall be retained in accordance with regulations of authorities having jurisdiction; but upon request either party shall submit to the other party any such available records and charts, together with any calculations therefrom, for inspection and verification, subject to return within 10 days after receipt.

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5. Failure of Meters

In the event a meter is out of service, or registering inaccurately, the volume of LNG delivered hereunder shall be estimated:

- a. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof;
- b. by correcting the error, if such error is ascertainable by calibration, test or mathematical calculation; or
- c. in the absence of both (a) and (b), by estimating the quantity of delivery by mutually agreed method.

6. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any 14-day period. Recording calorimeters shall be verified by the installing party not less than once per day at approximately the same hour each day while in use, and if requested, in the presence of representatives of the other party.

7. Correction of Errors of Meters

If, upon test, any measuring equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for any period which is definitely known or agreed upon by any Buyer affected or otherwise correction shall be made for a period equal to one-half of the time elapsed since the date of last test, not to exceed a correction period of 16 days.

8. Preservation of Records

Each party shall preserve for a period of at least three (3) years all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section III.B.

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C. Billing and Payment

1. Billing and Payment Dates

Unless DOMAC and Buyer agree to other billing and payment terms as documented in the Service Agreement, on or before the ninth (9th) day of each month, DOMAC shall render an invoice for the preceding month, showing the total quantity of gas delivered at the Point(s) of Delivery for the preceding month. Payment shall be made to DOMAC within eleven (11) days after receipt of the invoice from DOMAC. An invoice shall be deemed received by Buyer (i) within three (3) days if sent by DOMAC via certified U.S. Mail, (ii) on the next business day if sent by delivery service where delivery is confirmed, or (iii) on the same day if sent during Buyer's normal business hours by fax, email, or other electronic means. Subject to the provisions of Section III.C.2 below, Buyer shall make payment to DOMAC by wire transfer in immediately available funds to a depository designated on the invoice by DOMAC. When the due date falls on a day that the designated depository is not open in the normal course of business to receive Buyer's payment, Buyer shall cause such payment to be made on the first business day on which the designated depository is open after the due date.

2. Audits and Billing Adjustments

Both parties shall have the right at any and all reasonable times, after giving reasonable notice, to examine the books and records of the other party to the extent necessary to verify the accuracy of any invoice, charge, computation or demand made under or pursuant to these Terms of Liquid Service. If any such examination reveals, or if either party discovers, any error or inaccuracy in its own or the other party's invoices, payments, calculations, or determinations, then adjustments and corrections shall be made as promptly as practicable thereafter; *provided, however*, that no adjustment or correction shall be made on or with respect to any error or inaccuracy that occurred more than one (1) year prior to the discovery thereof. Refund or payment to correct an over- or under-charge shall be with interest, calculated in accordance with Section III.C.3, assessed from the date that payment for the invoice with the overcharge or undercharge was received by DOMAC (in the case of overcharges) or due to DOMAC (in the case of undercharges). Payments resulting from reconciliation of billing adjustments and corrections are due from the owing party no later than eleven (11) days from receipt of the adjusted invoice. The one-year time limitation shall not apply to deliberate omissions, misrepresentations, or mutual mistakes of fact.

3. Late Charge

- a. Should Buyer fail to make timely payment of any invoice, Buyer shall pay a late charge on the unpaid balance, other than on amounts disputed under Section III.C.5. The late charge shall be determined by multiplying (i) the unpaid portion of the invoice by (ii) the ratio of the number of days from the due date to the date of actual payment to 365 by (iii) an annual interest rate equal to the current

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national prime interest rate as published in the Wall Street Journal as of the first business day of the month payment was due plus two percent (2%); provided that for any period during which such late charge exceeds any applicable maximum rate permitted by law, the late charge shall equal said applicable maximum rate.

- b. DOMAC shall invoice Buyer for any late charge due under this section in its next regular billing, and Buyer shall pay such amount in accordance with Section III.C.1.
- c. DOMAC may, on a non-discriminatory basis, waive all or part of any late charge.

4. Suspension and Termination of Service for Non-Payment

Subject to Section III.C.5 below, if Buyer fails to make timely payment of any invoice, and DOMAC has provided Buyer with at least five (5) business days' notice that it will suspend service due to such non-payment, DOMAC may, without prejudice to any other rights and remedies available to DOMAC under law and in addition to any other remedy it may have hereunder, suspend service to Buyer until such amount is paid. DOMAC may not suspend service beyond a period of two (2) months unless otherwise agreed by Buyer and DOMAC or authorized by an order of the Commission. Suspension of service hereunder shall be without prejudice to DOMAC's right to collect any unpaid portion of the Call Payment. In addition, at any time after the due date for such invoice, DOMAC may, upon thirty (30) days' notice to Buyer and the Commission, terminate service to Buyer if non-payment continues.

5. Disputed Bills

If Buyer, in good faith, disputes the amount of any invoice or parts thereof, Buyer shall pay to DOMAC such amounts as it concedes to be correct and provide remittance detail and documentation identifying the basis for the dispute, and make all reasonable efforts to resolve the billing dispute within five (5) business days of giving notice of the dispute. Should Buyer fail to provide remittance documentation with payment of all undisputed amounts due under an invoice, a late charge, calculated in accordance with Section III.C.3, will apply to all unpaid amounts. Should Buyer fail to make reasonable efforts to resolve the billing dispute within a reasonable time period, not to exceed five (5) business days from the date Buyer gave notice of the dispute, then DOMAC shall have the option to suspend service and subsequently terminate the Service Agreement in accordance with Section III.C.4. At any time within ten (10) days after a demand is made by DOMAC, Buyer shall furnish good and sufficient security, which may be a surety bond, letter of credit, or other form of security, to cover the disputed amount, guaranteeing payment to DOMAC of the amount ultimately found to be due upon such invoice after a final determination, which may be reached either by agreement or judgment of the courts, as may be the case. If adequate security is provided, then DOMAC shall not be entitled to suspend further delivery of gas unless Buyer defaults on the conditions of such security; provided further that should Buyer prevail on the dispute, DOMAC

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shall reimburse Buyer for the cost of any surety bond, letter of credit or other form of security. Buyer shall pay the disputed portion of an invoice for which Buyer has withheld payment and which is ultimately found due, together with interest thereon at the rate specified in Section III.C.3, above, within two (2) business days of resolution of the dispute.

D. Warranty of Title and Possession of LNG

1. Warranty of Title

DOMAC agrees that it will, and it hereby does, warrant that it will at the time of delivery have good title to all LNG delivered by it to Buyer free and clear of all liens, encumbrances and claims whatsoever, that it will at such times have good right and title to sell said LNG, and that it will indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to title to said LNG.

2. Title and Control of LNG

Unless otherwise agreed, as between DOMAC and Buyer, DOMAC shall be deemed to have title to and to be in control and possession of all LNG until it shall have been physically delivered to Buyer or for Buyer's account at the point or points of delivery.

3. Consequential Damages

Neither party shall be liable for any indirect or consequential damages incurred by the other party in connection with the performance or failure to perform any LNG service available under these Terms of Liquid Service.

E. Force Majeure

1. If either DOMAC or Buyer is rendered unable, wholly or in part, by force majeure, to carry out its obligations hereunder, and if the party so affected gives notice and reasonably full particulars of such force majeure in writing or by facsimile or electronic mail to the other party within a reasonable time after the force majeure event, then the party giving notice, as long as, so far as and to the extent that its obligations are affected by such force majeure, shall be exempt from its obligation to the other to that extent. Notwithstanding the foregoing, neither Buyer nor DOMAC shall be excused from obligations existing at the date of such notice of force majeure, including Buyer's obligation to pay sums owing, including sums owing for LNG delivered prior to such notice of force majeure. The cause of such inability shall insofar as possible be remedied within a reasonable time and performance resumed.
2. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for

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making repairs or alterations to machinery or lines of pipe, unplanned outages at DOMAC's Terminal, or the inability of DOMAC to deliver LNG, force majeure on or of any third party providing transportation service of gas or LNG for DOMAC for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of gas supply affecting DOMAC's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of the party claiming force majeure; such term shall likewise include:

- a. in those instances where either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
 - b. in those instances where either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

F. Waiver of Default

No waiver by either party of any one or more defaults by the other in the performance of any provisions of any Service Agreement governed by those Terms of Liquid Service shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

G. Odorization of Liquid

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold DOMAC harmless from all claims and damages including suits, actions, damages, costs, losses and expenses arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

H. Governmental Regulation

These Terms of Liquid Service, including the respective obligations of the parties under any Service Agreement, are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

I. Successors and Assigns

Assignment and succession shall be governed by the Service Agreement executed

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between Buyer and DOMAC.

J. Arbitration

Either party may refer any dispute regarding a Service Agreement to binding arbitration for resolution. Any such matter so referred shall be settled in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

K. Notices

1. Written Notices

All notices or requests, responses, demands, or statements required or permitted to be made under these Terms of Liquid Service shall be made in writing except as otherwise provided herein, shall be delivered by mail, postage prepaid, by facsimile, by electronic mail, or by personal delivery, directed to the persons and addresses agreed upon and shall be deemed to have been given on the date of their receipt.

2. Notice

The following notices and communications shall be made by telephone or facsimile to the address agreed upon, and confirmed by writing to the address agreed upon within twenty-four (24) hours following the telephone communication:

- a. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
- b. Requests for delivery of LNG to Buyer's trucks.
- c. Notices of an emergency nature.

L. Credit Evaluation

1. DOMAC's Request for Information

- a. A prospective or current Buyer shall provide the following information to the representative designated in DOMAC's request, to the extent such information is requested by DOMAC and is in Buyer's possession, so that DOMAC may determine Buyer's creditworthiness:
 - i. a copy of Buyer's audited financial statements for the previous two (2) fiscal years-end, prepared in accordance with US GAAP or, for non-U.S. based Buyers, prepared in accordance with International Financial Reporting Standards ("IFRS") or equivalent standards;
 - ii. Buyer's most recent annual report;
 - iii. a list of all corporate affiliates, including parents and subsidiaries, if

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- applicable;
- iv. publicly available information from the credit reports of credit and bond rating agencies;
 - v. private credit ratings, if obtained by Buyer;
 - vi. a bank reference;
 - vii. at least two trade references;
 - viii. a statement of Buyer's legal composition, i.e., whether Buyer is a corporation, limited partnership, etc.;
 - ix. a statement of the length of time Buyer has been in business;
 - x. the statements most recently filed by Buyer with the Securities and Exchange Commission ("SEC") (or an equivalent authority), or, if Buyer is not subject to SEC (or equivalent) reporting requirements but has a parent that is, a copy of the parent's filings;
 - xi. if Buyer is not a state-regulated utility, a copy of Buyer's most recent available interim financial statements, which may be unaudited, but if unaudited, such statements shall be signed and attested by Buyer's Chief Financial Officer ("CFO") as fairly representing the financial position of Buyer, prepared in accordance with US GAAP, IFRS, or an equivalent standard;
 - xii. if Buyer is a state-regulated utility;
 - 1 the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct, and fair representation of Buyer's financial condition, prepared in accordance with US GAAP or an equivalent standard;
 - 2 an existing sworn filing, including the most recent available interim financial statements and annual financial reports filed with Buyer's respective state regulatory commission (or equivalent authority), showing Buyer's current financial condition; and
 - 3 if Buyer is a local distribution company, documentation from Buyer's respective state regulatory commission (or equivalent authority) of an authorized gas supply cost recovery mechanism that fully recovers both gas commodity and transportation capacity costs and is afforded regulatory asset accounting treatment in accordance with US GAAP or an equivalent standard;

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- xiii. other information as may be mutually agreed by DOMAC and Buyer; and
 - xiv. a list of Buyer's owners and/or shareholders, if privately held and such information is not otherwise publicly available.
- b. Buyer shall acknowledge receipt of DOMAC's request for information pursuant to this Section III.L.1 within one (1) business day. Buyer shall provide the requested information within five (5) business days of DOMAC's request. If Buyer does not provide all of the information requested by DOMAC pursuant to Section III.L.1.a, Buyer shall provide a written explanation of why such information is not available. DOMAC will notify Buyer upon receipt of the requested information.
- c. If DOMAC requires additional information from a Buyer that is receiving service in order to perform an ongoing credit evaluation of Buyer, DOMAC will, with its request for information, inform Buyer of the reasons for requesting such information.
2. Criteria for Creditworthiness Determination. Execution of a Service Agreement and the continuation of service with respect to any Service Agreement entered into on or after July 6, 2006, or any later date on which this Section III.L.2, becomes effective, are contingent upon Buyer's satisfying, on an ongoing basis, a standard credit evaluation by DOMAC.
- a. DOMAC shall apply, on a periodic basis, objective standards, using the same methodology to evaluate all similarly situated Buyers on a non-discriminatory basis to determine each Buyer's financial ability to satisfy the payment obligations due to DOMAC over the term of any applicable Service Agreement. If Buyer has multiple contracts with DOMAC or has contracts with any affiliate of DOMAC, then the total of all of Buyer's contracts with DOMAC and DOMAC's affiliates shall be considered. In determining creditworthiness, DOMAC shall take into account the duration of the requested Service Agreement.
 - b. A Buyer may receive service, subject to other provisions of this Section III.L, if Buyer's long-term, unsecured debt securities are rated at least BBB- by Standard and Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's").
 - c. If Buyer is not rated by S&P or Moody's as described in Section III.L.2.b above, then Buyer agrees to have DOMAC evaluate its creditworthiness based on DOMAC's credit scoring model using the criteria described in Section III.L.2.d. This analysis will generate a proxy credit rating, similar to a credit rating generated by S&P or Moody's, that estimates the likelihood of default. An unrated Buyer may receive service subject to the credit limits set forth in Section III.L.2.e based on the proxy rating that equates to an S&P or Moody's rating at or above BBB- or Baa3.
 - d. To create a proxy credit rating for unrated Buyers, DOMAC will apply a

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consistent methodology employing financial statements and other relevant information, including the industry and risk level, to determine each unrated Buyer's creditworthiness. In performing the analysis necessary to create a proxy rating for unrated Buyers, DOMAC will consider the following:

- i. Buyer's balance sheets, income statements, cash flow statements, and auditors' notes, along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability, credit and risk indices and ratios;
- ii. private credit ratings if obtained by Buyer;
- iii. other relevant current financial information or forward-looking trends;
- iv. the length of time Buyer has been in business;
- v. Buyer's historical relationship with DOMAC and whether Buyer has any delinquent balances outstanding for services provided previously by DOMAC, whether Buyer has paid its account balances according to the terms established in its contracts, and whether any deductions or payments were withheld for claims not authorized by the contracts;
- vi. the composition of Buyer's assets and the existence of plant assets;
- vii. off-balance sheet financing;
- viii. risk factors based on Buyer's Standard Industrial Classification ("SIC") code(s); whether Buyer is a regulated or unregulated entity; Buyer's percentage of regulated and unregulated assets and the type of assets; and the nature of Buyer's business and the effect on that business of general economic conditions and economic conditions specific to it, including Buyer's ability to recover the costs of DOMAC's services through filings with regulatory agencies or otherwise to pass on such costs to its Buyers;
- ix. whether Buyer is subject to any lawsuits or judgments that would materially affect Buyer's ability to remain solvent;
- x. whether Buyer is operating under any chapter of the bankruptcy laws or is subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or an informal creditors' committee agreement; provided that DOMAC may make an exception for a Buyer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if DOMAC is adequately assured that the service billing will be paid promptly as a cost of administration under the federal bankruptcy court's jurisdiction;
- xi. the result of bank and trade reference checks and any credit reports, and whether Buyer is paying its obligations on a reasonably prompt basis; and

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- xii. for municipal systems, information on service territory population, income, and local unemployment.
- e. Based upon Buyer's credit rating determined under Section III.L.2.b or III.L.2.c, DOMAC will extend credit to a Buyer equal to the lesser of: (i) the dollar amount equal to the percentage of Buyer's Tangible Net Worth corresponding to Buyer's credit rating, as set forth in the table below; or (ii) \$50 million, less credit extended to Buyer by DOMAC's affiliates. For purposes of this Section III.L, Tangible Net Worth shall mean total equity less goodwill and other intangible assets.

Tangible Net Worth Credit Matrix		
Buyer Rating		Credit Limit
<u>S&P</u>	<u>Moody's</u>	<u>% of Tangible Net Worth</u>
A+	A1 or higher	3.33%
A	A2	3.00%
A-	A3	2.66%
BBB+	Baa1	2.33%
BBB	Baa2	2.00%
BBB-	Baa3	1.66%
BB+ or lower	Ba1 or lower	0.00%

- f. Based on Buyer's payment history, and subject to the limit set forth in Section III.L.2.e(ii), the amount of credit available to Buyer may be increased above the level corresponding to its credit rating. If Buyer has a demonstrated payment history with DOMAC of three (3) years or longer and Buyer's rating is at or above a BBB- or Baa3 rating grade (or proxy equivalent) with a stable or positive outlook (for rated Buyers), DOMAC will increase Buyer's credit limits as follows:
 - i. if Buyer has been a customer for three (3) or more years but less than five (5) years, with no more than one (1) late payment in the last twelve (12) months, Buyer's credit limit will be increased by a factor of 1.5;
 - ii. if Buyer has been a customer for five (5) or more years but less than ten (10) years with no more than one (1) late payment in the last twelve (12) months, Buyer's credit will be increased by a factor of 2.0;
 - iii. if Buyer has been a customer for five (5) or more years but less than ten (10) years with no more than two (2) late payments in the last twelve (12) months, Buyer's credit will be increased by a factor of 1.5;
 - iv. if Buyer has been a customer for ten (10) or more years with no late payments in the last twelve (12) months, Buyer's credit will be increased by a factor of

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3.0;

- v. if Buyer has been a customer for ten (10) or more years with no more than one (1) late payment in the last twelve (12) months, Buyer's credit will be increased by a factor of 2.5; and
- vi. if Buyer has been a customer for ten (10) or more years with no more than two (2) late payments in the last twelve (12) months, Buyer's credit will be increased by a factor of 2.0.
- g. Buyer may request that DOMAC consider any other information that is relevant to Buyer's current and future financial strength.
- h. If Buyer's maximum available credit limit is less than the level of service requested by Buyer, then the service available to Buyer will be the level corresponding to Buyer's available credit limit unless increased on the basis of the individual circumstances of Buyer, or Buyer will be required to provide collateral security pursuant to Section III.L.3 to receive the requested level of service.
- i. Buyer shall inform DOMAC within two (2) business days of the following events that could affect the credit determination made under Section III.L.2.b or III.L.2.c: (a) Buyer's filing of any report (other than an annual or quarterly report) with the SEC or other equivalent authority, and a copy of such report if the report is not electronically available; (b) a downgrade of a long-term or short-term debt rating by S&P or Moody's; (c) placement on negative credit watch by S&P or Moody's; (d) a bankruptcy filing, insolvency, or default under any financing agreement; or (e) any restatement of Buyer's prior financial statements.

3. Loss of Creditworthiness

- a. Unless Buyer complies with Section III.L.3.b, DOMAC shall not be required to perform or to continue performance under any Service Agreement with a Buyer who becomes insolvent, or who, upon DOMAC's request, fails to demonstrate creditworthiness or who suffers a loss in its creditworthiness status, as determined by DOMAC, so that Buyer does not meet the minimum credit standards necessary for the service being provided. For purposes hereof, the insolvency of a Buyer shall be conclusively demonstrated by the filing by Buyer or any parent entity thereof (hereinafter collectively referred to as "Buyer") of a voluntary petition in bankruptcy or the entry by decree or order by a court having jurisdiction in the premises adjudging Buyer bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of Buyer under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Buyer or of any substantial part of its property, or the ordering or the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.
- b. If Buyer suffers a decline in its creditworthiness status subsequent to the

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commencement of a Service Agreement, DOMAC will so notify Buyer via facsimile or electronic mail. DOMAC will provide Buyer with a written explanation of the reasons for DOMAC's determination within five (5) days of Buyer's request and will provide Buyer reasonable recourse to challenge such determination. Regardless of whether Buyer is insolvent, has lost its creditworthiness status, or does not desire to continue service with DOMAC, Buyer shall continue to be liable for all charges due under its Service Agreement. If Buyer desires to continue service with DOMAC, DOMAC will require Buyer to pay, within five (5) business days from the date of DOMAC's notification, any delinquent balances outstanding for services rendered and to provide adequate credit assurances equal to the value of one (1) month of estimated payments (as determined by DOMAC) under Buyer's Service Agreement(s) with DOMAC, or such lesser amount as may be associated with the level of service that exceeds Buyer's adjusted credit limit. Within 15 days from the date of DOMAC's notice to Buyer, Buyer shall also provide credit assurances sufficient for the next month of such estimated payments. If DOMAC rejects the credit assurance provided by Buyer, DOMAC shall promptly provide a written explanation for the rejection. Unless otherwise agreed, the credit assurances provided by Buyer to DOMAC shall at all times maintain the value equal to two (2) months of estimated service charges for which security is required (at the highest estimated charges under the Service Agreement during the term of the Service Agreement) until the earlier of: (i) Buyer's attainment of a credit status sufficient to receive the level of service requested, or (ii) the termination of Buyer's Service Agreement; provided that DOMAC will refund any collateral held within five (5) business days of either of these conditions being met. The credit assurances may be made in one of the forms set forth below:

- i. a prepayment for the service to be provided by DOMAC that is based upon an estimate of Buyer's service requirements;
 - ii. an irrevocable letter of credit for the benefit of DOMAC, in a form satisfactory to DOMAC, issued by a bank that is rated A- or higher by S&P or A3 or higher by Moody's;
 - iii. a guarantee by a parent or affiliate that satisfies DOMAC's credit appraisal based on Section III.L.2; or
 - iv. other mutually agreeable forms and value of credit assurances.
- c. Any prepayment held by DOMAC under Section III.L.3.b(i) above shall accrue interest at the rate specified in Section 154.501(d) of the Commission's regulations.
- d. If Buyer elects to provide cash collateral in satisfaction of credit requirements, Buyer may opt to open an interest-bearing escrow account for the benefit of DOMAC.

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- e. A Buyer who has been deemed uncreditworthy may request a reevaluation by DOMAC. Buyer shall, with its request, either update or confirm in writing the prior information provided to DOMAC pursuant to Section III.L.1, including any information that would lead to a material change in Buyer's credit status. Within five (5) business days of Buyer's request, DOMAC shall provide a written response that either provides a determination of Buyer's credit status (including the reasons for DOMAC's determination) or an explanation providing a future date by which a reevaluation determination will be made (not to exceed twenty (20) business days from Buyer's request).
 - f. If Buyer fails to pay delinquent balance(s) outstanding and/or provide credit assurance due to Buyer's insolvency or loss of creditworthiness within the specified time period, then DOMAC may immediately suspend service to Buyer and provide Buyer and the Commission with notice that service will terminate due to Buyer's insolvency or loss of creditworthiness, as the case may be. If such failure continues for thirty (30) days, DOMAC may terminate the Service Agreement(s). DOMAC may not suspend service beyond a period of two (2) months unless otherwise agreed by Buyer and DOMAC or authorized by an order of the Commission. Suspension of service hereunder shall be without prejudice to DOMAC's right to collect any unpaid portion of the Call Payment to which it is entitled.
4. Effect of Buyer Default
- a. DOMAC reserves the right to determine, in its reasonable discretion, that a Buyer who requests new service is not creditworthy to receive such service on the basis that Buyer has outstanding payments due on invoices rendered by DOMAC on current or past Service Agreements and Buyer has defaulted on such payments under the terms of Section III.C; *provided, however*, that this provision shall not affect amounts disputed by Buyer in good faith.
 - b. If a Buyer has multiple contracts with DOMAC and defaults on one contract, DOMAC may deem a default by Buyer on that one contract as a loss of creditworthiness on any other Service Agreement Buyer has with DOMAC; *provided, however*, that this provision shall not affect amounts disputed by Buyer in good faith. This Section III.L.4.b shall apply solely to the Buyer that is the party to the Service Agreement.
5. Temporary Waiver
- a. DOMAC may increase the credit limits established pursuant to Section III.L.2.e and Section III.L.2.f and waive the limit on credit on a temporary basis if such waiver is necessary to meet the throughput requirements of the Terminal, and provided that such increase is applied to the credit limits of all Buyers on a proportional basis.
 - b. If DOMAC temporarily waives the credit limits applicable to all Buyers pursuant

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to Section III.L.5.a, DOMAC will provide notice to all Buyers within one business day, including information regarding the expected duration of the waiver.

- c. The provisions of Section III.L.3 notwithstanding, any excess credit received by Buyer as a result of DOMAC's exercise of a waiver pursuant to Section III.L.5.a shall not be taken into account by DOMAC in evaluating Buyer's credit status.
- d. No Conflict with Bankruptcy Laws.

DOMAC intends that this Section III.L shall be read in harmony with, and not in conflict with the Bankruptcy Code.

IV. CHANGES TO TERMS OF LIQUID SERVICE

DOMAC shall not make any change to these Terms of Liquid Service except upon providing one hundred eighty (180) Days written notice of any proposed changes to the Terms of Liquid Service to all Buyers having Service Agreements and all state regulatory entities having jurisdiction over sales of LNG pursuant to these Terms of Liquid Service. DOMAC shall retain a copy of the proposed changes available for public inspection during regular business hours in DOMAC's office.

**First Amendment
to
Service Agreement for
Firm Liquid Service (No. FLS187)**

This First Amendment to Service Agreement for Firm Liquid Service (No. FLS187) ("First Amendment") is made and entered into by and between GDF SUEZ Gas NA LLC, successor to Distrigas of Massachusetts LLC, a Delaware limited liability company with a principal location at 20 City Square, Suite 3, Charlestown, Massachusetts 02129 ("Seller"), and Colonial Gas Company d/b/a National Grid, a corporation duly organized under the laws of The Commonwealth of Massachusetts with a principal location at 40 Sylvan Road, Waltham, Massachusetts 02451 ("Buyer").

WHEREAS, Seller and Buyer entered into a Service Agreement for Firm Liquid Service (No. FLS187) dated as of April 20, 2011 ("Agreement");

WHEREAS, such Agreement has been assigned to GSGNA pursuant to that certain Assignment Agreement effective as of August 1, 2011, by and among GSGNA, Colonial Gas Company d/b/a National Grid and Distrigas of Massachusetts LLC; and

WHEREAS, Seller and Buyer wish to amend certain provisions contained in the Agreement;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Section 5.2 of the Agreement is amended to add the following after the end of the first sentence of such Section 5.2:

"Notwithstanding, the Commodity Rate per MMBtu for any quantities of LNG which are delivered to Buyer in the month of November 2011 shall be equal to the Contract Price per MMBtu charged for those quantities of LNG delivered to Buyer in October 2011."
2. Section 8.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

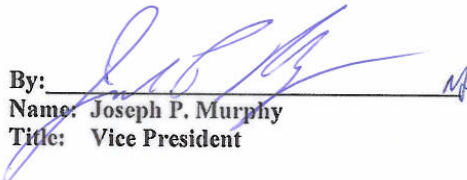
"8.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on April 25, 2011, and shall remain in effect through and including November 30, 2011."
3. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement, as amended.
4. Except as expressly modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and shall govern this First Amendment effective as of October 24, 2011. In the event of a conflict between the terms of this First Amendment

dated as of October 24, 2011, and the terms of the Agreement dated as of April 20, 2011,
the terms of this Fourth Amendment shall govern effective as of October 24, 2011.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment in
several counterparts by their respective duly authorized officers effective as of October 24, 2011.

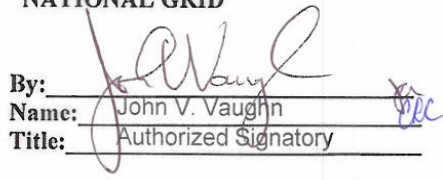
SELLER:

GDF SUEZ GAS NA LLC

By: 
Name: Joseph P. Murphy
Title: Vice President

BUYER:

**COLONIAL GAS COMPANY D/B/A
NATIONAL GRID**

By: 
Name: John V. Vaughn
Title: Authorized Signatory

JAV-ccm
Digitally signed by John V. Vaughn
DN: cn=John V. Vaughn, o=NATIONAL GRID,
email=jvaughn@nationalgrid.com,
c=US,
Date: 2011.10.27 15:05:54
+0700

**Second Amendment
to
Service Agreement for
Firm Liquid Service (No. FLS187)**

This Second Amendment to Service Agreement for Firm Liquid Service (No. FLS187) ("Second Amendment") is made and entered into by and between GDF SUEZ Gas NA LLC, successor to Distrigas of Massachusetts LLC, a Delaware limited liability company with a principal location at 20 City Square, Suite 3, Charlestown, Massachusetts 02129 ("Seller" or "GSGNA"), and Colonial Gas Company d/b/a National Grid, a corporation duly organized under the laws of The Commonwealth of Massachusetts with a principal location at 40 Sylvan Road, Waltham, Massachusetts 02451 ("Buyer").

WHEREAS, Seller and Buyer entered into a Service Agreement for Firm Liquid Service (No. FLS187) dated as of April 20, 2011 ("Agreement"), as amended by that First Amendment effective as of October 24, 2011, between Seller and Buyer;

WHEREAS, such Agreement has been assigned to GSGNA pursuant to that certain Assignment Agreement effective as of August 1, 2011, by and among GSGNA, Colonial Gas Company d/b/a National Grid and Distrigas of Massachusetts LLC; and

WHEREAS, Seller and Buyer wish to amend certain provisions contained in the Agreement;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Section 5.2 of the Agreement is amended to add the following after the end of the first sentence of such Section 5.2:

"Notwithstanding, the Commodity Rate per MMBtu for any quantities of LNG which are delivered to Buyer in the month of December 2011 shall be equal to the NYMEX natural gas futures contract settlement price for the last day of trading for the month of December 2011, as posted in the Wall Street Journal, plus Three and 00/100 U.S. Dollars (\$3.00)."
2. Section 8.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"8.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on April 25, 2011, and shall remain in effect through and including December 31, 2011."
3. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement, as amended.
4. Except as expressly modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and shall govern this Second Amendment effective as

of December 1, 2011. In the event of a conflict between the terms of this Second Amendment effective as of December 1, 2011, and the terms of the Agreement dated as of April 20, 2011, and the terms of the First Amendment effective as of October 24, 2011, the terms of this Second Amendment shall govern effective as of December 1, 2011.

IN WITNESS WHEREOF, Seller and Buyer have executed this Second Amendment in several counterparts by their respective duly authorized officers effective as of December 1, 2011.

SELLER:

GDF SUEZ GAS NA LLC

By: _____
Name: Joseph P. Murphy
Title: Vice President

BUYER:

COLONIAL GAS COMPANY D/B/A
NATIONAL GRID

By: _____
Name: John Vaughn
Title: Authorized Signatory

Digitally signed by
Name:
DN: cn=John Vaughn,
o=CG&NA, ou=CG&NA,
email=jvaughn@nationalgrid.com,
c=US
Date: 2011.11.29
12:27:27 -0500



Thomas R. Teehan
Senior Counsel
Rhode Island

December 12, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: National Grid Corporate Services LLC Service Agreement
National Grid Engineering & Survey Inc. Service Agreement
National Grid Utility Services LLC Service Agreement**

Dear Ms. Massaro:

Pursuant to R.I.G.L. § 39-3-28, enclosed please find six (6) copies of the 2012 renewals (the "Service Requests") for service agreements previously filed with the Division of Public Utilities and Carriers for provision of services by National Grid Corporate Services, LLC (formerly named "KeySpan Corporate Services LLC"), National Grid Engineering & Survey, Inc. (formerly named "KeySpan Engineering & Survey, Inc."), and National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") to The Narragansett Electric Company.

The underlying Service Agreements with National Grid Corporate Services, LLC and National Grid Engineering & Survey, Inc., were filed with the Division on October 3, 2007. The underlying Service Agreement with National Grid Utility Services, LLC was originally filed with the Division on March 28, 2008. These agreements and intervening renewals expire on December 31, 2011.

The enclosed Service Requests cover the continued provision of services, pursuant to the filed Service Agreements, for the period January 1, 2012 through December 31, 2012. I certify that the enclosed documents are accurate copies of the Service Requests.

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, appearing to read "T. Teehan".

Thomas R. Teehan

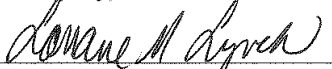
Enclosures
cc: S. Scialabba, RI Division

EXHIBIT II
Service Request

The undersigned requests from National Grid Corporate Services LLC (formerly named "KeySpan Corporate Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2012 and be provided through December 31, 2012.

<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"/>	___
Fuel Management	<input checked="" type="checkbox"/>	___
Marketing and Sales	<input checked="" type="checkbox"/>	___
Meter Operations	<input checked="" type="checkbox"/>	___
Research and Development	<input checked="" type="checkbox"/>	___
Gas and Electric Transmission and Distribution Planning	<input checked="" type="checkbox"/>	___

The Narragansett Electric 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:

The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

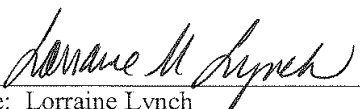
EXHIBIT II

Service Request

The undersigned requests from National Grid Engineering & Survey Inc. (formerly named "KeySpan Engineering & Survey Inc.") the services selected below. The services requested hereunder shall commence on January 1, 2012 and be provided through December 31, 2012.

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

THE NARRAGANSETT ELECTRIC 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:

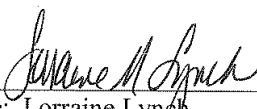
The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907

EXHIBIT II
Service Request

The undersigned requests from National Grid Utility Services LLC (formerly named "KeySpan Utility Services LLC") all of the services selected below. The services requested hereunder shall commence on January 1, 2012 and be provided through December 31, 2012.

<u>Service</u>	<u>Yes</u>	<u>No</u>
Fuel Management	<u>X</u>	_____
Marketing and Sales	<u>X</u>	_____
Meter Operations	<u>X</u>	_____
Research and Development	<u>X</u>	_____
Gas and Electric Transmission and Distribution Planning	<u>X</u>	_____
Executive and Administrative	<u>X</u>	_____

The Narragansett Electric 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:

The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907



Thomas R. Teehan
Senior Counsel

March 22, 2012

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Extension of Mutual Assistance Agreement to March 24, 2012

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an extension of the Mutual Assistance Agreement ("Agreement") previously entered into by The Narragansett Electric Company¹ on March 26, 2008. The extension of this Agreement is effective as of March 23, 2013.

In accordance with Paragraph 6 of the enclosed, the termination date of the Agreement has been extended to March 24, 2012. I certify that the enclosed documents are accurate copies of this extension 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, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid.



Effective as of March 23, 2012

RE: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Agreement for an additional 364 days by extending the Termination Date of the Agreement to March 23, 2013 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, all parties to the Agreement have duly executed this instrument as of the day and the year set forth above.

MASSACHUSETTS ELECTRIC COMPANY

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

NANTUCKET ELECTRIC COMPANY

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

THE NARRAGANSETT ELECTRIC COMPANY

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

GRANITE STATE ELECTRIC COMPANY

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

NEW ENGLAND POWER COMPANY

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

NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

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

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

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

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

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

NIAGARA MOHAWK POWER CORPORATION

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

BOSTON GAS COMPANY

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

COLONIAL GAS COMPANY

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

ENERGYNORTH NATURAL GAS, INC.

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

KEYSPAN GAS EAST CORPORATION

By: Charles DeRosa
Name: Charles DeRosa
Title: Vice President

THE BROOKLYN UNION GAS COMPANY

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

NATIONAL GRID ELECTRIC SERVICES LLC

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

NATIONAL GRID GENERATION LLC

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

NATIONAL GRID ENGINEERING & SURVEY INC.

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

NATIONAL GRID UTILITY SERVICES LLC

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