



Jennifer Brooks Hutchinson
Senior Counsel

April 1, 2014

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Agreement By and Among Colonial Gas Company d/b/a National Grid, Boston Gas Company d/b/a National Grid, and The Narragansett Gas Company d/b/a National Grid for LNG

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an Agreement (“Agreement”) by and among Colonial Gas Company d/b/a National Grid (“Colonial Gas”), Boston Gas Company d/b/a National Grid (“Boston Gas”), and The Narragansett Electric Company d/b/a National Grid (“Narragansett”). This Agreement sets forth terms for (i) Colonial Gas to sell LNG purchased from GDF Suez Gas NA LLC (“Suez”) to Boston Gas and/or Narragansett from time to time; (ii) Boston Gas to sell LNG purchased from Suez to Colonial Gas and/or Narragansett from time to time; and (ii) Narragansett to sell LNG purchased from Suez to Colonial Gas and/or Boston Gas from time to time. The Agreement is effective as of April 1, 2014 through December 1, 2014.

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) 784-7288.

Very truly yours,

A handwritten signature in blue ink that reads "Jennifer Brooks Hutchinson".

Jennifer Brooks Hutchinson

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

AGREEMENT

This agreement ("Agreement") is entered into as of March 27, 2014, by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston") and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Colonial, Boston, and Narragansett may be referred to herein as the "Parties".

RECITALS

WHEREAS, Colonial is party to an agreement (the "Colonial Agreement") with GDF Suez Gas NA LLC ("Suez") pursuant to which Colonial purchases liquefied natural gas ("LNG") from Suez, and

WHEREAS, Boston is party to an agreement (the "Boston Agreement") with Suez pursuant to which Boston purchases LNG from Suez, and

WHEREAS, Narragansett is party to an agreement (the "Narragansett Agreement") with Suez pursuant to which Narragansett purchases LNG from Suez, and

WHEREAS, the Colonial, Boston and Narragansett Agreements are effective April 1, 2014, through and including December 1, 2014, at 9:59 a.m. EST and

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

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

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

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

ARTICLE I Sales by Colonial

- 1.1 From time to time during the term of the Colonial Agreement, Colonial shall sell LNG purchased from Suez pursuant to the Colonial Agreement to Boston and/or Narragansett.
- 1.2 For such sales, transfer of title to the LNG from Colonial to Boston and/or Narragansett shall take place immediately upon the purchase of the LNG by Colonial at either the Suez facility or the Company's facility.
- 1.3 Colonial represents and warrants that it has good and merchantable title to all LNG sold to Boston and/or Narragansett hereunder.
- 1.4 For such sales, the price paid by Boston and/or Narragansett shall be the price paid by Colonial to Suez under the Colonial Agreement.

- 1.5 Boston and/or Narragansett shall arrange for transportation of any LNG purchased from Colonial from the Suez 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 and/or Narragansett; and Boston or Narragansett, 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.

ARTICLE II
Sales by Boston

- 2.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Suez pursuant to the Boston Agreement to Colonial and/or Narragansett.
- 2.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston at either the Suez facility or the Company's facility.
- 2.3 Boston represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder.
- 2.4 For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to Suez under the Boston Agreement.
- 2.5 Colonial and/or Narragansett shall arrange for transportation of any LNG purchased from Boston from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
- 2.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- 2.7 As between the Parties, Boston shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Narragansett; and Colonial or Narragansett, 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.

ARTICLE III
Sales by Narragansett

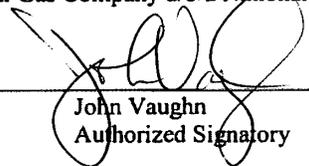
- 3.1 From time to time during the term of the Narragansett Agreement, Narragansett shall sell LNG purchased from Suez pursuant to the Narragansett Agreement to Colonial and/or Boston.

- 3.2 For such sales, transfer of title to the LNG from Narragansett to Colonial and/or Boston shall take place immediately upon the purchase of the LNG by Narragansett at either the Suez facility or the Company's facility.
- 3.3 Narragansett represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Boston hereunder.
- 3.4 For such sales, the price paid by Colonial and/or Boston shall be the price paid by Narragansett to Suez under the Narragansett Agreement.
- 3.5 Colonial and/or Boston shall arrange for transportation of any LNG purchased from Narragansett from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
- 3.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- 3.7 As between the Parties, Narragansett shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Boston; and Colonial or Boston, 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.

This Agreement shall be effective as of April 1, 2014 through and including December 1, 2014, at 9:59 a.m. EST

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

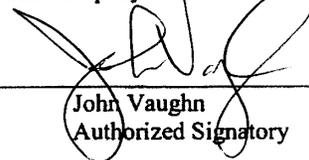
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

CC

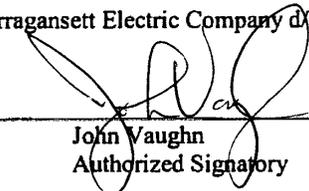
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

CC

The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory

CC



Jennifer Brooks Hutchinson
Senior Counsel

September 26, 2014

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Agreement Among Boston Gas Company, Colonial Gas Company and
The Narragansett Electric Company d/b/a National Grid for LNG**

Dear Ms. Massaro:

Pursuant to R.I.G.L. § 39-3-28, I have enclosed six (6) copies of an Agreement (“Agreement”) by and among Boston Gas Company (“Boston Gas”), Colonial Gas Company (“Colonial Gas”), and The Narragansett Electric Company (“Narragansett”), each d/b/a National Grid.

The Agreement sets forth terms for Boston Gas to sell LNG purchased from GDF Suez Gas NA LLC to Colonial Gas and Narragansett. The Agreement, executed on September 23, 2014, is effective for the period September 9, 2014 through December 31, 2014, and thereafter until the Agreement is terminated.

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) 784-7288.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jennifer Brooks Hutchinson", with a long horizontal flourish extending to the right.

Jennifer Brooks Hutchinson

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

AGREEMENT

This agreement ("Agreement") is entered into as of September 9, 2014, by and among Boston Gas Company d/b/a National Grid ("Boston"), Colonial Gas Company d/b/a National Grid ("Colonial") and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Boston, Colonial and Narragansett may be referred to herein as the "Parties".

RECITALS

WHEREAS, Boston is party to an agreement (the "Boston Agreement") with GDF Suez Gas NA LLC ("GDF") pursuant to which Boston purchases liquefied natural gas ("LNG") from GDF, and

WHEREAS, the Boston Agreement is effective as of September 9, 2014, and shall remain in full force and effect until December 1, 2014, and

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

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

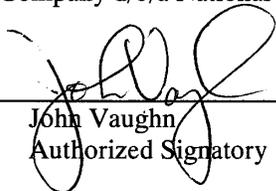
ARTICLE I **Sales by Boston**

- 1.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from GDF pursuant to the Boston Agreement to Colonial and/or Narragansett.
- 1.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston from GDF.
- 1.3 Boston represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder.
- 1.4 For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to GDF under the Boston Agreement.
- 1.5 As between the Parties, Boston shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to the sale to Colonial and/or Narragansett; and Colonial or Narragansett, 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.

This Agreement shall be effective as of September 9, 2014, through and including December 1, 2014, and thereafter until the Boston Agreement is terminated.

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

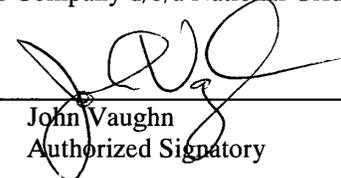
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

ja

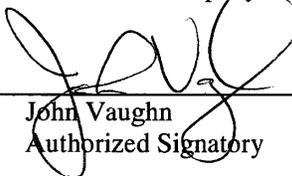
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

ja

The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory

ja



Raquel J. Webster
Senior Counsel

March 19, 2015

BY HAND DELIVERY AND 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 19, 2016

Dear Ms. Massaro:

Pursuant to R.I. Gen. Laws § 39-3-28, I have enclosed five (5) copies of an Extension of the Mutual Assistance Agreement (Agreement), which was previously entered into by The Narragansett Electric Company¹ on March 28, 2008. The extension of the Agreement is effective as of March 19, 2015.

In accordance with Paragraph 6 of the Agreement, the termination date of the Agreement has been extended to March 19, 2016. I certify that the enclosed documents are true and accurate copies of the executed extension.

Thank you for your attention to this filing. If you have any questions, please contact me at (781) 907-2121.

Very truly yours,

A handwritten signature in blue ink that reads "Raquel Webster".

Raquel J. Webster

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

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



Effective as of March 19, 2015 ("Effective Date")

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 19, 2016 ("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, each of the undersigned has caused this instrument to be signed in its name and behalf by its duly authorized representative as of the Effective Date.

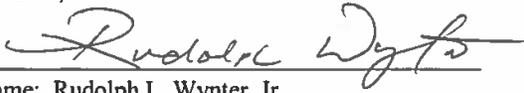
MASSACHUSETTS ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NANTUCKET ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

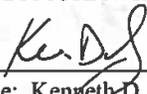
COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By:  _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: Marcy Reed
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: Marcy Reed
Name: Marcy L. Reed
Title: President

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Timothy F. Horan
Title: President

NEW ENGLAND POWER COMPANY

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

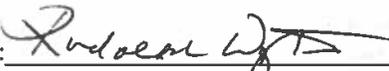
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

THE NARRAGANSETT ELECTRIC COMPANY

By: _____
Name: Timothy F. Horan
Title: President

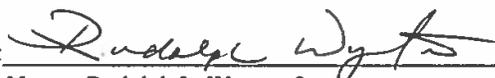
NEW ENGLAND POWER COMPANY

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

KEYSPAN GAS EAST CORPORATION

By: Evelyn B Liddle
Name: Evelyn B. Liddle
Title: President

THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

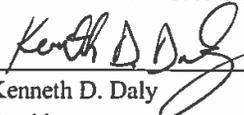
NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: Sharon Partridge
Title: Vice President

KEYSPAN GAS EAST CORPORATION

By: _____
Name: Evelyn B. Liddle
Title: President

THE BROOKLYN UNION GAS COMPANY

By: 
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

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By: _____
Name: Sharon Partridge
Title: Vice President

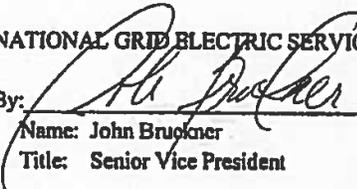
KEYSPAN GAS EAST CORPORATION

By: _____
Name: Evelyn B. Liddle
Title: President

THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By:  _____
Name: John Bruickner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By:  _____
Name: Sharon Partridge
Title: Vice President

KEYSPAN GAS EAST CORPORATION

By: _____
Name: Evelyn B. Liddle
Title: President

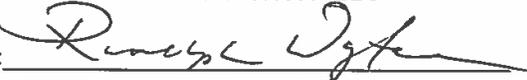
THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: Sharon Partridge
Title: Vice President



REDACTED

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID
RIPUC Docket No. 4770
Attachment PUC 1-20-35

Celia B. O'Brien
Assistant General Counsel and Director Page 1 of 3

August 10, 2015

VIA HAND DELIVERY

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

**CONTAINS
CONFIDENTIAL
INFORMATION – DO NOT
RELEASE.**

RE: Affiliate Agreement – Precedent Agreement Between The Narragansett Electric Company d/b/a National Grid and National Grid LNG LLC Liquefaction Service

Dear Ms. Massaro:

Pursuant to Rhode Island General Laws § 39-3-28, I have enclosed a Precedent Agreement between The Narragansett Electric Company d/b/a National Grid (“Narragansett” or the “Company”) and National Grid LNG LLC (“NG LNG”) dated as of July 31, 2015 (the “Agreement”).

Narragansett respectfully requests confidential and privileged treatment of the enclosed Agreement. The Agreement is the result of arms-length contract negotiations between Narragansett and NG LNG and, as such, constitutes confidential, commercially sensitive and proprietary information, including pricing information, that warrants protection from public disclosure under Rhode Island General Laws § 38-2-2(4)(B). Section 11 of the enclosed Agreement provides that “[t]he substance and terms of [the] Precedent Agreement are confidential.” Section 11 further provides that a party “may disclose the substance or terms of [the] Precedent Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction”, subject to the condition that the disclosing party first give the other party advance notice so that protective treatment can be sought. Public disclosure of the terms of the Agreement, including the pricing information, could harm NG LNG’s negotiation position in future transactions with third parties.

Accordingly, Narragansett requests that this letter serve as the Company’s request for confidential treatment pursuant to Division Rule 3(d), and that the Division grant protection from public disclosure of the enclosed Agreement. Narragansett also hereby requests that, pending entry of that finding, the Division preliminarily grant Narragansett’s request for confidential treatment and protection from public disclosure pursuant to Rule 3(d)(2). In compliance with Rule 3(d)(3), Narragansett is providing one complete unredacted copy of the confidential document in a sealed envelope marked **“Contains Confidential and Privileged Materials – Do Not Release.”** Because the Company is seeking confidential treatment of the entire Agreement, Narragansett is not providing a redacted version.

REDACTED

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID
RIPUC Docket No. 4770
Attachment PUC 1-20-35
Page 2 of 3

Luly E. Massaro, Division Clerk
Precedent Agreement - Liquefaction Service
August 10, 2015
Page 2 of 2

Thank you for your attention to this filing. If you have any questions concerning this transmittal, please contact me at 781-907-2153.

Very truly yours,



Celia B. O'Brien

Enclosures

cc: Leo Wold, Esq.
John Spirito, Esq.
Steve Scialabba, Division

REDACTED

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID
RIPUC Docket No. 4770
Attachment PUC 1-20-35
Page 3 of 3

Pages 3 through 17 of this Precedent Agreement have been fully redacted.



Raquel J. Webster
Senior Counsel

March 17, 2016

BY HAND DELIVERY AND 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 19, 2017

Dear Ms. Massaro:

Pursuant to R.I. Gen. Laws § 39-3-28, I have enclosed five (5) copies of an Extension of the Mutual Assistance Agreement (Agreement), which was previously entered into by The Narragansett Electric Company¹ on March 28, 2008. The extension of the Agreement is effective as of March 19, 2016.

In accordance with Paragraph 6 of the Agreement, the termination date of the Agreement has been extended to March 19, 2017. I certify that the enclosed documents are true and accurate copies of the executed extension.

Thank you for your attention to this filing. If you have any questions, please contact me at 781-907-2121.

Very truly yours,

A handwritten signature in blue ink that reads "Raquel Webster".

Raquel J. Webster

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

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



Effective as of March 19, 2016 ("Effective Date")

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 365 days by extending the Termination Date of the Agreement to March 19, 2017 ("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, each of the undersigned has caused this instrument to be signed in its name and behalf by its duly authorized representative as of the Effective Date.

MASSACHUSETTS ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NANTUCKET ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Timothy F. Horan
Title: President

NEW ENGLAND POWER COMPANY

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

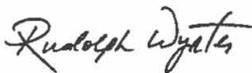
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

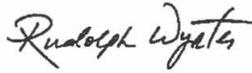
THE NARRAGANSETT ELECTRIC COMPANY

By: _____
Name: Timothy F. Horan
Title: President

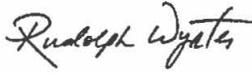
NEW ENGLAND POWER COMPANY

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

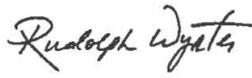
NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

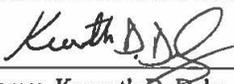
COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By:  _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

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By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: Marcy Reed _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: Marcy Reed _____
Name: Marcy L. Reed
Title: President

KEYSPAN GAS EAST CORPORATION

By: Kenneth D. Daly
Name: Kenneth D. Daly
Title: President

THE BROOKLYN UNION GAS COMPANY

By: Kenneth D. Daly
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: Sharon Partridge
Title: Vice President

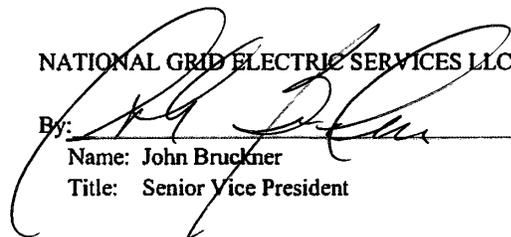
KEYSPAN GAS EAST CORPORATION

By: _____
Name: **Kenneth D. Daly**
Title: **President**

THE BROOKLYN UNION GAS COMPANY

By: _____
Name: **Kenneth D. Daly**
Title: **President**

NATIONAL GRID ELECTRIC SERVICES LLC

By:  _____
Name: **John Bruckner**
Title: **Senior Vice President**

NATIONAL GRID GENERATION LLC

By: _____
Name: **Rudolph L. Wynter, Jr.**
Title: **President**

NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: **Sharon Partridge**
Title: **Vice President**

KEYSPAN GAS EAST CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

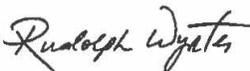
THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: Sharon Partridge
Title: Vice President

KEYSPAN GAS EAST CORPORATION

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By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: Sharon Partridge
Name: Sharon Partridge
Title: Vice President



Robert J. Humm
Senior Counsel

August 29, 2016

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Affiliate Agreements: Second Amendment to Ground Lease between
The Narragansett Electric Company and National Grid LNG LLC; and
Construction Access Agreement between The Narragansett Electric Company and
National Grid LNG LLC**

Dear Ms. Massaro:

Pursuant to Rhode Island General Laws § 39-3-28, enclosed please find the following two agreements dated August 19, 2016 between The Narragansett Electric Company and National Grid LNG LLC: (1) Second Amendment to Ground Lease and (2) Construction Access Agreement.

I certify that the enclosed documents are true and accurate copies of the above-referenced Agreements.

Thank you for your attention to this matter. If you have any questions, please contact me at 401-784-7415.

Very truly yours,

A handwritten signature in blue ink, appearing to be "R. Humm", written over a light blue horizontal line.

Robert J. Humm

Enclosures

cc: Leo Wold, Esq.
John Spirito, Esq.
Steve Scialabba, Division

SECOND AMENDMENT TO GROUND LEASE

This **SECOND AMENDMENT TO GROUND LEASE** (the “Second Amendment”) is entered into as of the 19th day of August, 2016 by and between **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation, successor in interest to New England Gas Company, a division of Southern Union Company, formerly known as the Providence Gas Company, having offices at 280 Melrose Street, Providence, Rhode Island 02907 (“Landlord”) and **NATIONAL GRID LNG LLC**, a Delaware limited liability company, successor in interest to KeySpan LNG, L.P., successor in interest to Algonquin LNG, Inc., having offices at 40 Sylvan Road, Waltham, Massachusetts 02451 (“Tenant”). Landlord and Tenant may collectively be referred to herein as the “Parties”, and each individually as a “Party”.

WHEREAS, the Parties entered into a Ground Lease (the “Original Lease”) dated March 31, 1999, pursuant to which Tenant leased from Landlord the Leased Premises, located northerly of Terminal Road and easterly of Allens Avenue, known as Providence Assessor’s Plat 56, Lot 316 and comprised of approximately 717,880 square feet of land designated as Parcel A on that plat entitled “N/F Algonquin LNG, Inc. Lease Areas and Proposed Modifications at the ALNG Plan, City of Providence, Rhode Island, dated February 18, 1999 prepared by Coler & Colantonio, Inc., 101 Accord Park Drive, Norwell, Massachusetts 02061” a copy of which is attached to the Original Lease as Exhibit A.

WHEREAS, pursuant to the Original Lease, the Term expires October 31, 2019 and Tenant has a right to extend the Term for an additional ten years until October 31, 2029.

WHEREAS, the Parties entered into that certain Amendment to Ground Lease dated June 2004 (together with the Original Ground Lease, collectively the “Lease”) to further extend the Term of the Ground Lease, subject to the commencement of service under the proposed Terminalling Services Agreement referenced therein.

WHEREAS, service under the proposed Terminalling Services Agreement did not commence and accordingly, the amendments to the Original Lease set forth in paragraphs 2 and 3 did not take effect and are deemed null and void.

WHEREAS, Tenant proposes to construct and operate a natural gas liquefaction facility on the leased premises (the “Liquefaction Project”) provided that Tenant receives an order issued by the Federal Energy Regulatory Commission (“FERC”) in a form and substance reasonably acceptable to Tenant approving and authorizing the Liquefaction Project (the “FERC Authorization”).

WHEREAS, Tenant desires to amend the Term of the Original Lease to extend the Term until October 31, 2040, with the continued right to extend the Term for an additional ten (10) years.

WHEREAS, Landlord, upon the terms and conditions hereinafter set forth, is willing to amend the Term of the Original Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and sufficient consideration, the Parties hereby agree to the following terms and conditions and to amend the Lease as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.
2. Defined Terms. All capitalized terms used herein shall have the same meanings set forth in the Lease unless otherwise expressly set forth herein. All references to “New England Gas Company” and/or “NEGC” are hereinafter deleted and replaced with “The Narragansett Electric Company” or “Landlord”. All references to “KeySpan LNG, L.P.” and/or “KLNG” are hereinafter deleted and replaced with “National Grid LNG LLC” or “Tenant”.
3. Term. The Term of the Original Lease is hereby amended and shall expire on October 31, 2040, subject to the same terms and conditions of the Original Lease except as otherwise provided herein.
4. Extended Term. Section 8 of the Original Lease is hereby amended to read as follows: Provided the Lease is in full force and effect and there is no uncured default, Tenant shall have the right to extend the Term of this Lease (and any easements and other property rights granted herein during the Term) and all the terms thereof, for one (1) additional period of ten (10) years, commencing on the November 1, 2040 and terminating October 31, 2050 (the “Extended Term”), by giving written notice to Landlord at least twenty-four (24) months, but no more than thirty (30) months, prior to October 31, 2040. Upon the giving of such notice, this Lease shall be extended for the Extended Term upon the same terms and conditions of the Lease and this Second Amendment, except with respect to annual rent and the renewal option. The annual rent for the Extended Term shall be the fair market rent for similarly situated commercial real estate in the City of Providence as determined by an appraisal to be obtained by Landlord, but in no event shall annual rent for the Extended Term be less than the annual rent for and with respect to the last twelve (12) calendar months immediately preceding the first day of the Extended Term. There are no options to extend the Term of the Lease beyond October 31, 2050.
5. Annual Rent. Tenant shall pay Landlord annual rent in the amount of Six Hundred Seventy-Four Thousand, Eight Hundred Seven and 20/100 (\$674,807.20) Dollars, payable in equal monthly installments of Fifty-Six Thousand Two Hundred Thirty-Three and 93/100 (\$56,233.93) Dollars on the first day of the month commencing on the New Rent Commencement Date (as defined below) through October 31, 2020, and thereafter annual rent shall adjust and increase by five (5%) percent on November 1, 2020, November 1, 2025, November 1, 2030 and November 1, 2035 in accordance with the table below. Annual rent shall be payable in equal monthly installments on the first day of each month in advance and without notice, demand, setoff or deduction. The “New Rent Commencement Date” shall mean the date that the

Tenant accepts the FERC Authorization with all appeal periods for such authorization having expired with no appeals having been taken, or if such appeal has been taken, the appeal having been finally adjudicated or dismissed to the Tenant’s reasonable satisfaction. If the New Rent Commencement Date is not on the first day of the month and/or if the Term terminates other than on the last day of the month, the rent for such partial month shall be prorated.

Lease Years	Annually	Monthly
New Rent Commencement Date – October 31, 2020	\$674,807.20	\$56,233.93
November 1, 2020 – October 31, 2025	\$708,547.56	\$59,045.63
November 1, 2025 – October 31, 2030	\$743,974.94	\$61,997.91
November 1, 2030 – October 31, 2035	\$781,173.68	\$65,097.81
October 1, 2035 – November 1, 2040	\$820,232.37	\$68,352.70

6. Dock Facilities. Section 4 of the Original Lease is amended by deleting the last two paragraphs and inserting in place thereof the following:

Notwithstanding any provision herein to the contrary, Tenant’s right to use and/or make improvements to the docking facility on Parcel C is subject to the payment by Tenant to Landlord of fifty (50%) percent of the cost and expense of maintaining the docking facility in good and serviceable condition, otherwise Tenant shall not have the right to use and/or make improvements to the docking facility on Parcel C. The right to make improvements to the docking facility on Parcel C is further subject to the prior written approval Landlord, which approval shall not be unreasonably withheld or conditioned, provided that Tenant is solely responsible for the cost and expense of constructing and maintaining such improvements. In addition, notwithstanding any provision herein to the contrary, but subject to the provisions of Section 7(B)(5) below, with respect to any future major construction, modifications, additions, and alterations or any new improvements on the leased premises costing one million dollars or more in the area of the dike wall adjacent to Parcel C (“Tenant Alterations”), Tenant shall notify Landlord in writing and provide Landlord with detailed plans and specifications thereof. To the extent the construction and installation of any Tenant Alterations results in the need to repair, restore, upgrade or perform other work to the docking facility, Tenant shall be responsible for and shall pay to Landlord the cost and expense for such work provided that the docking facility

is in good and serviceable condition. In the event, the docking facility is not in good and serviceable condition, Tenant is not using the docking facility and Tenant Alterations require work to be performed to the docking facility, Tenant shall pay to Landlord the amount of the incremental difference between work required to be performed due to Tenant Alterations and work required to be performed to cause the docking facility to be in good and serviceable condition.

7. Environmental Remediation. Section 7(B)(5) of the Original Lease is amended by deleting the last two sentences and inserting in place thereof the following:

Notwithstanding any provision herein to the contrary, with respect to the performance of any activity or use of the leased premises, including without limitation any Tenant Alterations and/or future construction, modifications, additions and alterations or new improvements on the leased premises, that would include the performance of any digging, excavation, soil movement or other subsurface work or activities that would disturb and/or cause Landlord's environmental remediation activities on the Remediation Site to be inconsistent with any regulatory or legal requirements (collectively, "Tenant's Work"), Landlord shall have the right to approve, require modifications, impose conditions and/or deny approval of any and all such Tenant's Work on the leased premises. With respect to all Tenant's Work, Tenant shall be responsible for and shall indemnify and hold Landlord harmless against any Adverse Environmental Consequences discovered in connection with or arising out of Tenant's performance of any Tenant's Work, whether or not such Adverse Environmental Consequences are caused by Tenant or anyone acting or claiming, by through or under the Tenant and notwithstanding the provisions of Section 7(B)(3) above. Landlord agrees to exercise its rights in this section in a manner that will (1) be limited to those matters that it believes are either essential either to maintain conformity with any overall remediation plan, remain consistent with any regulatory or legal requirements, or minimize unnecessary expenditures, (b) take into account fully NG LNG's construction activities with respect to both timing and cost, and (c) not interfere unreasonably with NG LNG's construction, maintenance or operating activities.

8. Insurance Policies. Section 9(A) of the Original Lease is hereby amended by deleting the first paragraph thereof and inserting the following in place thereof:

Tenant and Landlord shall each carry separate insurance policies, at their own respective expense with insurance coverage in the amounts set forth in Exhibit B attached hereto and incorporated herein by reference and made a part hereof. Each party reserves the right to self-insure one or more of the coverages required in this paragraph.

9. Water Main System and Water Drainage System. Section 13(3) of the Original Lease is deleted in its entirety and the following inserted in place thereof:

Landlord, at its own expense, shall maintain the Water Main System and the Water Drainage System located within Parcels B, C and D and the land subject to the St. Lawrence Lease generally in a good and workable state of repair and operation, in accordance with all applicable legal and regulatory requirements. Tenant, at its own expense, shall maintain the Water Main System and the Water Drainage System located within Parcel A generally in a good and workable state of repair and operation in accordance with all applicable legal and regulatory requirements. To the extent the Water Main System and Water Drainage System cannot properly be maintained separately by Landlord and Tenant, Landlord shall maintain the entire Water Main System and Water Drainage System and Tenant shall reimburse Landlord for its prorata share of the cost and expense for such maintenance and repair. Landlord agrees, at the written request of Tenant from time to time and at the sole cost and expense of Tenant, to upgrade and modify the Water Main System and Water Drainage System to accommodate Tenant's use of the leased premises in accordance with applicable legal and regulatory requirements pertaining to the use and operation of the LNG facilities of Tenant. Tenant shall reimburse Landlord for all costs and expense of upgrades and modifications to the Water Main System and Water Drainage System performed by Landlord at Tenant's request.

10. St. Lawrence Lease. Section 15 of the Original Lease is deleted in its entirety and the following inserted in place thereof: "Intentionally Deleted".
11. Assignability. Section 18 of the Original Lease deleted in its entirety and the following inserted in place thereof:

This Lease and the rights of Tenant under this instrument shall not, except to the extent provided herein, be assigned, transferred or underlet, in whole or in part, by Tenant without the prior written consent of Landlord. Such assignment shall be permitted by Landlord to a bank, trust company, insurance company or other financial institution under the terms of a permanent or construction financing arrangement provided that such financial institution enters into a subordination and attornment agreement that is reasonably satisfactory to Landlord. Additionally, this Lease may be assigned (1) pursuant to the sale of all of the assets of Tenant, (2) to an affiliated corporation or business entity, parent corporation, a subsidiary or a joint venture or limited liability company (a) as to which Tenant owns directly or indirectly at least 50% of the voting stock, membership or partnership or voting interest thereof, or (b) with respect to which at least 50% of Tenant's voting stock, membership or partnership interest is owned directly or indirectly by such company, or (3) to a person or entity purchasing the property and improvements of Tenant consistent with an Offer under Section 2; provided that in each such case the assignee enters into an assumption agreement, whereby the assignee assumes any and all obligations and liabilities of the assigning party under the remaining Term or any extended Term of this Lease, such assignee assumes the remaining obligations, if any, of any service agreement by and between Landlord and Tenant existing as of the date of the Offer whereby Tenant provides Landlord LNG storage services, and the assignee gives credit assurances to Landlord reasonably satisfactory to Landlord. Nothing contained

in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord's absolute right at any time or times to grant mortgages of its interest in the leased premises to a lending institution or to convey its interest in the leased premises, subject to this Lease and the rights of Tenant hereunder and provided that any such conveyance shall require the grantee or assignee to assume and perform the obligations of Landlord under this Lease.

12. Notice. Section 19 of the Original Lease is amended to read as follows: Any notice herein required or permitted to be given shall be in writing and deemed given when (a) delivered to the party to whom such notice is give, or (b) mailed by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier requiring a signed receipt, property addressed to the party to whom such notice is given at the addresses set forth below. Notices shall be deemed given when received or as of the date the addressee refuses receipt or acceptance.

If to Landlord:

The Narragansett Electric Company
40 Sylvan Road
Waltham, Massachusetts 02451
Attn: Director of Real Estate Transactions

With a copy to:
National Grid
40 Sylvan Road
Waltham, Massachusetts 02451
Attn: Real Estate Legal

If to Tenant:

National Grid LNG LLC
40 Sylvan Road
Waltham, Massachusetts 02451
Attn: Director of LNG Operations

With a copy to:
National Grid
40 Sylvan Road
Waltham, Massachusetts 02451
Attn: Real Estate Legal

13. No Brokers. Landlord and Tenant represent and warrant to each other that neither has dealt with any brokers in connection with this Second Amendment and each agrees to defend, with counsel approved by the other, indemnify and save the other harmless from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by a broker or agent in connection with this Second Amendment.

14. Authority. Each Party represents to the other that such Party (a) is currently unaware of any default by the other Party under the Original Lease; and (b) has full power and authority to execute and deliver this Second Amendment and this Second Amendment represents a valid and binding obligation of such Party enforceable in accordance with its terms.
15. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, subtenants, licenses and representatives of the Parties hereto and shall be construed, interpreted and governed by the laws of the State of Rhode Island. This Second Amendment is not intended to benefit any other persons or entities except the named parties hereto, and no other person or entity shall claim or be entitled to any rights hereunder by virtue of so-called “third party beneficiary rights”. In the event that any one or more of the provisions contained in this Second Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.
16. Ratification. All other provisions of the Lease shall remain in full force and effect and unchanged except to the extent and in the manner expressly modified by this Second Amendment, and the Parties hereby restate, ratify and confirm all such terms and conditions of the Lease not inconsistent herewith.
17. Multiple Counterparts. This Second Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be originals and together shall constitute but one and the same instrument.
18. Condition Precedent to Effectiveness. Landlord and Tenant each acknowledge, confirm and agree that this Second Amendment shall only become effective and binding upon the parties hereto upon issuance of the FERC Authorization. In the event FERC issues an order denying approval of the Liquefaction Project, this Second Amendment shall become null and void ab initio, without further recourse to the parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, each Party has duly executed this Second Amendment as of the day and year first above written.

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Timothy F. Horan
Title: President

NATIONAL GRID LNG LLC

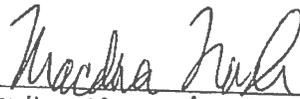
By: 
Name: MACDARA NASH
Title: VICE PRESIDENT

EXHIBIT B

Insurance Requirements

1. From the commencement of the Agreement, through final expiration or longer where specified below, NG LNG (also referred to herein as “Tenant”) shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA its direct and indirect parents, subsidiaries and affiliates (the “Insured Entities”)), covering all Operations, Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers’ Compensation and Employers Liability Insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage shall include the U.S. Longshoreman’s and Harbor Workers Compensation Act, and the Jones Act. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Tenant under or in connection with this Agreement, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on

behalf of Tenant under or in connection with this Agreement with minimum limits of:

Bodily Injury - \$500,000 per occurrence; 1,000,000 aggregate
Property Damage - \$500,000 per occurrence
OR
Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of the Tenant, or that arise out of Tenant's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

Bodily Injury (BI) - \$1,000,000 per occurrence
Property Damage (PD) - \$ 500,000 per occurrence
OR
Combined Single Limit - \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Tenant is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Tenant agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (f) **Risk of Loss**: Tenant shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Tenant's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Tenant in writing, both cumulatively and on a maximum per item basis. Tenant will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Tenant. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

(g) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Tenant's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Tenant has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Tenant has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured's for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Tenant, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as additional insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows:
National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.

To the extent Tenant's insurance coverage does not provide the full Additional insured coverage as required herein, Tenant agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Tenant's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Tenant and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Tenant. To the extent Tenant's insurance carriers will not waive their right of subrogation against the Insured Entities, Tenant agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Tenant's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
5. **Contractors:** In the event Tenant uses contractors in connection with this Agreement, it is expressly agreed that Tenant shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Tenant shall remain liable for the performance of the contractor, and such sub-contract relationship shall not relieve Tenant of its obligations under this agreement.

Unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any contractor, which shall be for the account of the contractor, and shall not exceed \$100,000. In addition, contractor shall name both the Tenant and National Grid USA (including their subsidiaries, affiliates, officers and employees), as additional insured's under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Tenant shall provide National Grid with an insurance certificate from its contractor evidencing this coverage.

In the event any contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Tenant agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in contractor's insurance coverage that may be out of compliance with these insurance requirements.

3. **Insurance Certification:** Upon execution of this Agreement, Tenant shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid
Attn: Risk Management Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Tenant. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Tenant shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Tenant fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Tenant for said coverage.
8. **Incident Reports:** Tenant shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the “Documents”) sent to Tenant’s insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Tenant under or in connection with this Agreement, excluding any accidents or incidents occurring on Tenant’s property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Tenant associated with this Agreement, Tenant shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Tenant shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Tenant shall comply with any governmental site specific insurance requirements even if not stated herein.
10. **Coverage Representation:** Tenant represents that it has the required policy limits available, and shall notify National Grid USA Service Company’s Risk Management Department in writing when the minimum coverage’s required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Tenant’s deductible or self-insured retention.

11. **Responsibility:** The complete or partial failure of the Tenant's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Tenant to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Tenant's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Tenant under or in connection with this Agreement, or limiting, diminishing, or waiving Tenant's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT (the "Agreement") is made to be effective as of this 19th day of August, 2016 (the "Effective Date"), by and between THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation, having a usual place of business at 280 Melrose Street, Providence, Rhode Island 02907 ("TNEC"), and NATIONAL GRID LNG LLC, a Delaware limited liability company, having a usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 ("NG LNG").

WHEREAS, TNEC is the owner of those certain parcels of land located at 195 Terminal Road in Providence, Rhode Island, identified as Assessor's Plat 56, Lot 5, and at 2 Allens Avenue in Providence, Rhode Island, identified as Assessor's Plat 101, Lot 1 (collectively, the "TNEC Property") and of that certain parcel of land located at 185 Terminal Road in Providence, Rhode Island, identified as Assessor's Plat 56, Lot 316 (the "LNG Parcel").

WHEREAS, TNEC and NG LNG entered into that certain Ground Lease dated as of March 31, 1999, as amended, wherein TNEC as landlord leased to NG LNG as tenant the LNG Parcel for the purpose of conducting NG LNG's business activities reasonably, including without limitation the right to build, rebuild, repair and improve, own and operate one or more LNG storage tank(s), vaporizer(s), pipeline(s), truck skid(s), LNG and other transshipment facilities and other related facilities and structures (the "LNG Plant").

WHEREAS, NG LNG is seeking permission to access and use certain portions of the TNEC Property (the "Licensed Areas") for (i) parking of personal vehicles; (ii) parking of construction vehicles and equipment, including without limitation line trucks, pick-up trucks, back-hoes and excavators, man-lifts and fork lifts; (iii) placement of "CONEX" boxes or trailers for storage of construction materials, tools and equipment; (iv) outdoor storage of construction materials, tools and equipment; (v) laydown and staging areas; (vi) roadways, walk ways, fencing and gates; and (vii) temporary office, warehouse and break room for use by NG LNG, its agents, employees, and contractors with respect to the construction of liquefaction facilities for use in connection with the LNG Plant (the "Permitted Activity").

WHEREAS, TNEC agrees to provide temporary limited access to the Licensed Areas to NG LNG and its authorized agents, employees, representatives and contractors for the sole purpose of conducting the Permitted Activity during the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Access.

- 1.1 TNEC hereby grants to the NG LNG a limited license to access and use the Licensed Areas, which are comprised of approximately 5.26 acres of land and are as approximately shown on the sketch plan attached hereto as Exhibit A, together

with the right of ingress and egress over the existing driveway to and from Allens Avenue, for the sole purpose of performing the Permitted Activity at no cost or expense to TNEC, during the Term subject to the terms and conditions of this Agreement. NG LNG covenants and agrees with TNEC that all activities to be performed on the Licensed Areas shall be limited to the Permitted Activity. Additional activities not specified herein shall require TNEC's prior written approval. Notwithstanding anything herein to the contrary, TNEC reserves the right to reduce the Licensed Areas as necessary and required, without reduction to the Licensed Fee set forth below, in order to install, maintain and operate an electric distribution system to provide service to the LNG Plant, including without limitation the right to access and use such portions of the Licensed Areas as necessary and required in order to construct and install such electric distribution system.

- 1.2 NG LNG covenants and agrees with TNEC that the Permitted Activity shall be performed only in the Licensed Areas and that any monitoring wells located within the Licensed Areas shall be protected during the Term and shall be accessible to TNEC at all times. If any monitoring wells are damaged or destroyed, NG LNG agrees to repair or replace the monitoring wells to the satisfaction of TNEC at no cost to TNEC
- 1.3 NG LNG covenants and agrees with TNEC that NG LNG and its authorized agents, employees, representatives and contractors shall not interfere with TNEC's use of or access to the TNEC Property, including, but not limited to, TNEC's use and access to its existing and/or future facilities, so that TNEC shall have access to the TNEC Property and any of its structures or facilities at any and all times. NG LNG may not store or maintain any personal property, materials, equipment, machinery or vehicles on the TNEC Property outside of the Licensed Areas.
- 1.4 TNEC is under no obligation to restore, repair or maintain any part of the TNEC Property or to render the TNEC Property serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, TNEC will have no obligation to remove accumulated debris, water, ice or snow. TNEC makes no warranty with respect to the condition, safety, title, or fitness of the TNEC Property, including, without limitation the suitability of the Licensed Areas for the Permitted Activity, the environmental condition of the TNEC Property, including the Licensed Areas, or rights of others held in and to the Licensed Areas and the TNEC Property. NG LNG entry upon and use of the Licensed Areas shall be at its sole risk. NG LNG has inspected the Licensed Areas and NG LNG accepts the Licensed Areas "AS IS", "WHERE IS", and "WITH ALL FAULTS". The permission to enter upon the TNEC Property is subject to any and all easements, restrictions and covenants of record, and is subject and subordinate to any and all security interests, mortgages and indentures which may now or hereafter affect the TNEC Property, and to all renewals, amendments, modifications, supplements and extensions thereof.

- 1.5 NG LNG covenants and agrees to notify by phone during normal working hours and in writing Jorge Chavez, 280 Melrose Street, Providence, Rhode Island 02907, email: jorge.chaves@nationalgrid.com, telephone: 401-784-1542, at least three (3) business days in advance of any access to, or commencement of the performance of the Permitted Activity upon the Licensed Areas. NG LNG covenants and agrees that at all times during the Term, TNEC shall have the right, but not the obligation, at its own expense, to have an observer or observers ("Observer") present at the Licensed Areas to observe the Permitted Activity, and take any necessary action, as determined by TNEC in TNEC's sole discretion, to protect and ensure the safety and integrity of the TNEC Property and TNEC's facilities and structures. Regardless of whether TNEC's Observer observes any of the Permitted Activity as set forth herein, TNEC shall not be liable for injuries, damage, liabilities or claims hereunder, and NG LNG shall not be released from any liability or obligation hereunder.
 - 1.6 NG LNG covenants and agrees that any equipment or vehicles brought onto the TNEC Property, including the Licensed Areas, by NG LNG, shall be grounded (4/0 cu grounds) and of a height that insures they maintain a minimum clearance of at least ten feet (10') from any overhead power conductors. NG LNG shall keep the TNEC Property clear of any obstructions created by or on behalf of NG LNG, including without limitation, vehicles, equipment, personnel and construction debris at all times so as to provide TNEC access to the TNEC Property, including the Licensed Areas, and any of its structures or facilities at any and all times. In the event of a breakdown of TNEC's facilities or any other contingency requiring immediate maintenance or repairs, NG LNG agree, upon receiving either written or oral notification, to use best efforts to remove any vehicle or other obstruction that may be present on the TNEC Property, including the Licensed Areas, at NG LNG's sole cost and expense, so as to give TNEC immediate access to its facilities.
2. Activities at the TNEC Property.
- 2.1 NG LNG shall be responsible for working conditions at the Licensed Areas and all other portions of the TNEC Property with which it has contact under this Agreement, including the protection of the health, welfare and safety of all persons and property during NG LNG's access to and performance of the Permitted Activity, in compliance with Occupational Safety and Health Administration ("OSHA") and other applicable federal, state and local governmental laws, ordinances, codes, rules and regulations, including but not limited to National Electrical Safety Code Regulations for working clearances from energized lines. OSHA Standard 29 CFR 1926.550 Subpart N, although specific to cranes, derricks, hoists, elevators, and conveyors, shall apply as the minimum clearance from energized lines for all equipment used by NG LNG at the TNEC Property, including the Licensed Areas, unless a more restrictive standard applies, in which instance NG LNG shall comply with the more

restrictive standards for working clearances from energized lines. NG LNG further covenants and agrees that NG LNG shall require its authorized agents, employees, representatives and contractors to wear appropriate protective gear, such as safety vests, safety glasses, appropriate footwear and hard hats, at all times while on the TNEC Property.

- 2.2 NG LNG further covenants and agrees that any equipment brought onto the Licensed Areas in connection with the Permitted Activity or otherwise by NG LNG, shall be grounded (4/0 cu grounds). NG LNG acknowledges that electrostatic currents are expected under some conditions and, although these currents (felt as shocks) may be annoying, TNEC will not be able to eliminate these currents.
- 2.3 NG LNG acknowledges that there are surface and subsurface utilities on and adjacent to the TNEC Property, including the Licensed Areas, and agrees to exercise extreme care in the performance of the Permitted Activity. Any damage to any utilities on or near the TNEC Property caused by NG LNG or its authorized agents shall be the responsibility of NG LNG. If NG LNG does not within a reasonable period repair any utilities it has damaged, TNEC, without being under any obligation to do so and without waiving NG LNG's obligation hereunder, may repair said utilities so damaged by NG LNG. In the event TNEC exercises such right, NG LNG shall pay to TNEC immediately upon demand all of TNEC's cost of performing such repairs.
- 2.4 NG LNG further covenants and agrees that NG LNG shall not bring onto, store, use or permit to be brought onto, stored or used on or in the Licensed Areas, any equipment within twenty five feet (25') of any structures, guys, anchors, grounds, counterpoises, culverts and/or any other utility facility or equipment, except as agreed to and approved by TNEC. In addition, NG LNG covenants and agrees that any subsurface activities, digging, excavation and/or movement of soils, off-site disposal, changes in grade or any other disturbance of the soils on the Licensed Areas are strictly prohibited, except as may be approval by TNEC and TNEC's Environmental Representative, Amy A. Willoughby, Lead Environmental Scientist at National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451, email: amy.willoughby@nationalgrid.com, telephone: 781-907-3644.
- 2.5 The Permitted Activity shall be performed by NG LNG at its sole cost and expense in accordance with all applicable laws, regulations, rules, ordinances, bylaws and orders with respect to the use of, and the activities to be conducted upon or within, the Licensed Areas pursuant to this Agreement, including, without limitation, those relative to zoning, health, safety, noise, environmental protection, waste disposal and water and air quality. Prior to entry upon the Licensed Areas to begin any activity NG LNG shall obtain at its sole cost and expense all required permits, licenses and other approvals and, if requested by TNEC, provide copies thereof to TNEC.

- 2.6 NG LNG covenants and agrees to assume the entire responsibility for any and all costs, expenses, or damages to persons or property caused by, related to, or in any way arising out of NG LNG's access to, or the activities performed at the TNEC Property, including the Licensed Areas, pursuant to this Agreement, including without limitation any environmental matters, except to the extent that such costs, expenses, or damages are directly caused by the sole willful misconduct or gross negligence of TNEC. The provisions of this paragraph shall survive the expiration, revocation or earlier termination of this Agreement.
- 2.7 NG LNG covenants and agrees that it shall not permit any mechanics liens or similar liens for labor and material furnished to NG LNG or claimed to have been furnished to NG LNG in connection with Permitted Activity of any character performed or claimed to have been performed at the direction of NG LNG to encumber the TNEC Property.
3. Term. The temporary license granted herein shall be for a term of two (2) years, commencing on the date designated by NG LNG (the "Commencement Date") at least 30 days prior thereto by written notice to TNEC (the "Term"). In the event NG LNG fails to designate the Commencement Date within two (2) years from the Effective Date, this Agreement shall terminate and become null and void, without further recourse to the parties hereto. As long as there are no uncured defaults, NG LNG shall have the right to extend the Term for six (6) additional one (1) month periods by giving written notice of the exercise thereof to TNEC, subject to the same terms and conditions contained herein.
4. License Fee. During the Term of this Agreement, as the same may be extended, NG LNG agrees to pay to TNEC an annual license fee (the "License Fee") of Two Hundred Fifteen Thousand, Three Hundred Seventy-Eight and 06/100 Dollars (\$215,378.06), payable in equal monthly installments of Seventeen Thousand, Nine Hundred Forty-Eight and 17/100 Dollars (\$17,948.17) on the first day of the month commencing on the Commencement Date. If the Commencement Date is a day other than the first day of the month, the License Fee for such partial month shall be prorated.
5. Indemnification. NG LNG agrees to defend with counsel satisfactory to TNEC and to pay, protect, indemnify and save harmless TNEC and its affiliates, and all officers, directors, shareholders, employees or agents of any of them, from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of TNEC), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the exercise of this Agreement by NG LNG or its employees, agents, tenants, servants, contractors, visitors or invitees or any person claiming under any of them and (a) any work, act or omission to act done in, on or about the TNEC Property, or any part thereof, by or on behalf of NG LNG or any person claiming under NG LNG, or the employees, agents, tenants, contractors, invitees or visitors of NG LNG or any such person; (b) injury to, or the death of, persons or damage to property on the TNEC Property, or in any way growing out of, or connected with, the use, non-use, condition, possession, operation, maintenance, management or occupation of the TNEC

Property by NG LNG or any person claiming under NG LNG or the employees, agents, tenants, contractors, licensees, invitees or visitors of NG LNG or any such person, or resulting from the condition of the TNEC Property; (c) claims for environmental clean up costs, any resulting damage to the environment and any other environmental claims against TNEC and/or the TNEC Property; or (d) violation of any agreement or condition of this Agreement or of any applicable federal, state or local statutes, laws, regulations, ordinances or other requirements affecting the TNEC Property or the ownership, occupancy or use thereof. The foregoing indemnification shall not include injury or damage caused by the negligence or willful misconduct of TNEC. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6. Hazardous Material. NG LNG covenants and agrees with TNEC that neither NG LNG nor any person claiming under NG LNG, nor the employees, agents, tenants, contractors, licensees, invitees, or visitors of NG LNG or any such person shall bring onto, store, generate, or permit to be stored or generated on the TNEC Property any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Rhode Island Hazardous Resource Recovery Corporation Act, R.I.G.L. 23-19-1 et seq., the Rhode Island Hazardous Substances Act, R.I.G.L. 23-24-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

In the event of a release, NG LNG shall provide immediate notification of the spill to TNEC. NG LNG shall be solely responsible for preparation of required Release Notification Documents with the Rhode Island Department of Environmental Management (RIDEM), requirements and applicable notifications to the National Response Center, and all other applicable agencies. All documentation shall be provided to TNEC for review prior to submittal to these agencies. NG LNG shall provide all necessary equipment and personnel to perform emergency measures/response required to contain any spillage and to remove spilled materials and soil or liquids that become impacted due to spillage at no additional cost to the TNEC. All spill response activities shall be performed by NG LNG consistent with all applicable federal, state, and local requirements to the satisfaction of the TNEC, including but not limited to, testing and reporting.

7. Restoration of Property. Except for those improvements granted written approval by TNEC to remain on the property, NG LNG covenants and agrees that it shall restore the TNEC Property to substantially its condition existing prior to the commencement of the Permitted Activity at the expiration of the Term of this Agreement, including, but not limited to, restoring damaged pavement, removing temporary fencing/gates and removal of all NG LNG equipment, materials and debris. In addition, any fill material transported to and used on the Licensed Area shall comply with the following and may thereafter be left in place:

- a. If the Licensed Areas are within a resource area, it is detailed within any permit applications.
 - b. The fill is tested in advance and meets the requirements set forth within Section 5.70 of the September 2012 Soil Management Plan (“SMP”) attached hereto.
 - i. Bedding Sand – NG LNG must obtain a letter certification stating that the bedding sand is of a virgin source (quarry) before it can be brought on the Licensed Areas without laboratory analytical testing. TNEC must have this letter certification in advance of delivery of the sand. If the sand cannot be certified it must be sampled and tested accordance with the requirements listed below in bullet iii below;
 - ii. Clean Stone – Does not need to be tested or certified;
 - iii. Any clean fill material (i.e. gravel) brought on the Licensed Areas is required to meet the RIDEM’s Method 1 Residential Direct Exposure Criteria. All clean fill, including sub-grade material and loam, must be stockpiled and designated for our use at the supplier’s yard, sampled for laboratory analysis prior to delivery and placement. Laboratory analytical results shall be reviewed by a qualified environmental consultant and TNEC prior to acceptance or delivery to the Licensed Areas.
 - iv. Clean fill and loam shall be sampled and analyzed for the following at a frequency of one sample for every 500 cubic yards:
 - 1)
 - (a) total petroleum hydrocarbons (TPH);
 - (b) volatile organic compounds (VOCs);
 - (c) semi-volatile organic compounds (SVOCs);
 - (d) polychlorinated biphenyls (PCBs);
 - (e) arsenic; and
 - (f) 13 priority pollutant metals.

*If the required amount of clean fill is less than 500 cubic yards, the entire suite of analysis is still required.
 - c. The Laydown Areas are stable over the long term and does not present a risk of erosion and discharge of sediment laden storm water to resource areas.
6. Insurance. Prior to entry hereunder, NG LNG and its consultants and/or contractors, shall cause to provide TNEC with a certificate or certificates of insurance evidencing insurance coverage in the amounts set forth in Exhibit B attached hereto and incorporated herein by reference and made a part hereof. NG LNG reserves the right to self-insure one or more of the coverages required in this paragraph.
7. Survival of Indemnification and Restoration Provisions. All of the covenants and indemnities of this Agreement shall be continuing obligations of NG LNG and shall survive the expiration, revocation, or earlier termination of this Agreement.
8. Complete Agreement and Modification. The terms of this Agreement apply to access to and use of the Licensed Areas for performance of the Permitted Activity and shall supersede the terms of any prior agreements between the parties involving access to or performance of the Permitted Activity. This Agreement may not be modified or amended

unless mutually agreed upon in writing by the parties with reference made to this Agreement.

9. Not a Release. The temporary license granted herein does not constitute a release or transfer of any ownership interest in or to any of the TNEC Property.
10. Due Authority and Governing Law. Each party hereto represents and warrants to the other party that this Agreement has been duly authorized and all required action on its part has been taken, and that each has full power and authority to perform this Agreement in strict accordance with its terms. In addition, the person whose signature appears below is duly authorized and empowered, on behalf of the party for whom he or she signs, to execute and deliver this Agreement as a binding instrument under seal, and the signature of no other party is required in order to bind either TNEC or NG LNG. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, including, without limitation, the choice of law rules; provided, however, that, in the event that the choice of law rules would require the application of another state's laws, said choice of law rules shall not apply and the laws of the State of Rhode Island shall apply.
11. Binding Effect. The right of NG LNG to enter the Licensed Areas and perform the Permitted Activity is exclusive, except with respect to TNEC, and is not assignable absent the express, written consent of TNEC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including successors in title to the TNEC Property. This Agreement is solely for the benefit of said parties and may not be enforced by, nor shall it be construed for the benefit of, any third party.
12. Notices. The giving of notice hereunder shall be by delivery in hand or by mailing by certified mail, return receipt requested, or by overnight mail using recognized carrier such as UPS or FedEx with receipt, or courier, in the case of TNEC to:

The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907
Attention: Elizabeth F. Fresolone, Manager NE South

with a copy to:

National Grid USA Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451
Attention: Patricia Yung Wong, Esq.

and in the case of NG LNG to:

National Grid LNG LLC
40 Sylvan Road
Waltham, MA 02451
Attention: Fikret Su, Director of LNG Operations

with a copy to:

National Grid LNG LLC
40 Sylvan Road
Waltham, MA 02451
Attention: Antony LaRusso, Director, US Business Development

or to any other address specified in a written notice sent to TNEC or NG LNG, as appropriate, by the party changing its address. Any notice hereunder shall be deemed effective upon delivery in hand with a receipt therefore having been obtained or upon the first attempted delivery by mail or courier whether or not such delivery is accepted by the addressee.

13. Waiver. Failure of any party to complain of any act or omission on the part of any other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision.
14. Consent. If any action by any party shall require the consent or approval of another party, such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion.
15. Remedies. Any and all rights and remedies that any party may have under this Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
16. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless such ruling shall materially alter the economic effect of this Agreement.

17. Headings. The paragraph headings contained in this Agreement are for reference and convenience only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
18. Early Access Period. TNEC further grants to NG LNG a limited license for early access to that certain portion of the Licensed Areas, being approximately 10,000 square feet and shown as “Soil Management Area” on the sketch plan attached hereto as Exhibit A for the sole purpose of stockpiling excess soils generated from NG LNG’s construction of a new access road on the LNG Parcel for the period commencing on August 19, 2016 and ending on the earlier to occur of the Commencement Date or December 31, 2016 (the “Early Access Period”) subject to the provisions hereof. As such terms are used herein, the Soil Management Area is a Licensed Area and the stockpiling of excess soils referenced above within the Soil Management Area is a Permitted Activity. During the Early Access Period, NG LNG shall comply with all terms and conditions of this Agreement and shall pay to TNEC a monthly license fee of Seven Hundred Eighty-Three and 33/100 Dollars (\$783.33) on the first day of the month, with the first payment due on August 19, 2016 in the amount of Three Hundred Twenty-Eight and 51/100 Dollars (\$328.51), being prorated for the partial month of August. If the Early Access Period terminates on a date other than the last day of the month, the license fee for such partial month of the Early Access Period shall be prorated.

[Remainder of Page Left Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date first above written.

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Timothy F. Horan
Title: President

NATIONAL GRID LNG LLC

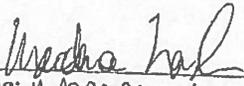
By: 
Name: MADARA NASIT
Title: VICE PRESIDENT

EXHIBIT A

Sketch Plan of Licensed Areas

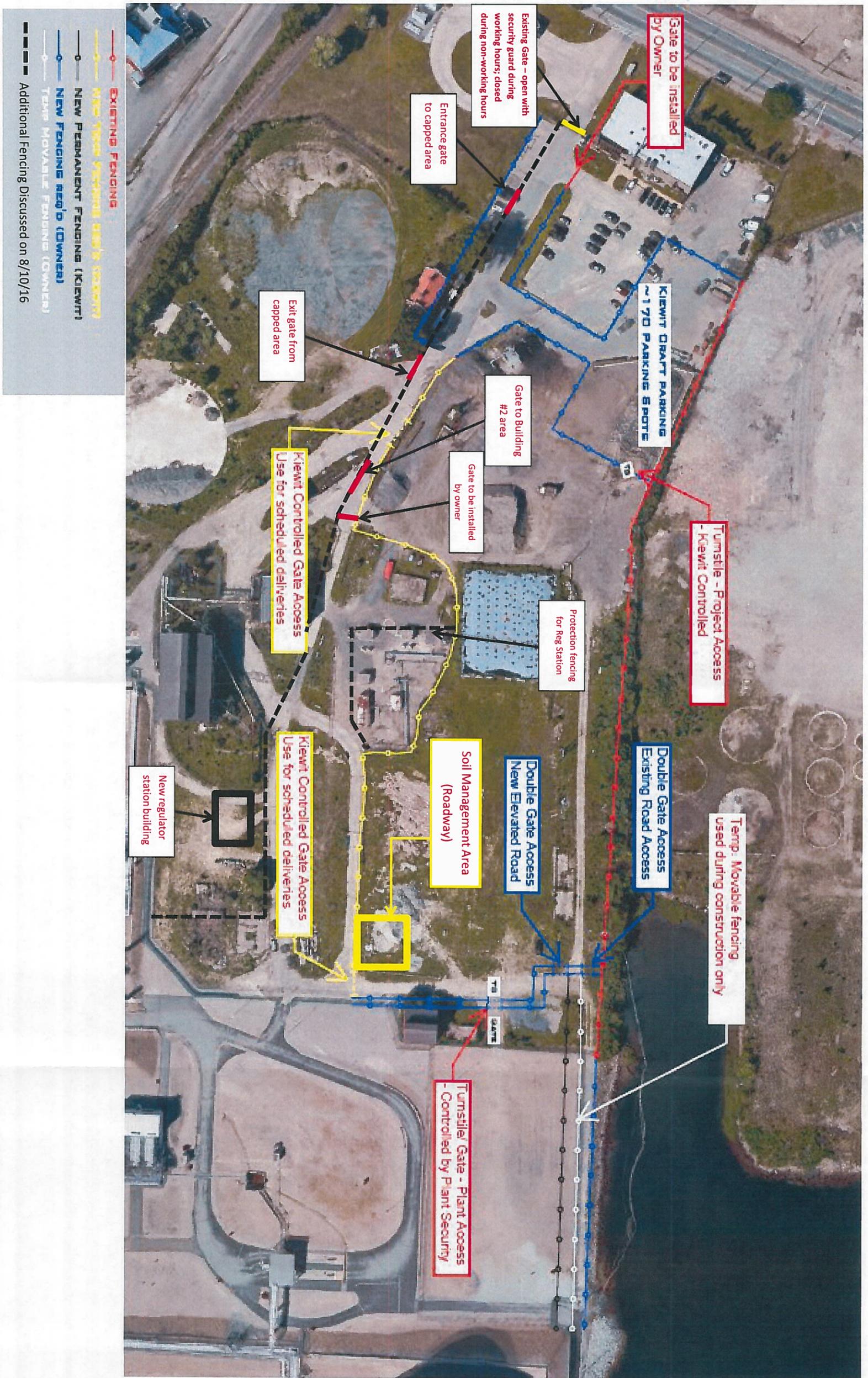


EXHIBIT B

Insurance Requirements

1. From the commencement of the Agreement, through final expiration or longer where specified below, NG LNG (also referred to herein as “Licensee”) shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA its direct and indirect parents, subsidiaries and affiliates (the “Insured Entities”)), covering all Operations, Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers’ Compensation and Employers Liability Insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage shall include the U.S. Longshoreman’s and Harbor Workers Compensation Act, and the Jones Act. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Licensee under or in connection with this Agreement, with **minimum** limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Licensee under or in connection with this Agreement with **minimum** limits of:

Bodily Injury - \$500,000 per occurrence; 1,000,000 aggregate
Property Damage - \$500,000 per occurrence
OR
Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Contractors Pollution Liability (CPL):** covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of the Licensee, or that arise out of Licensee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

Bodily Injury (BI) - \$1,000,000 per occurrence
Property Damage (PD) - \$ 500,000 per occurrence
OR
Combined Single Limit - \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Licensee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (f) **Risk of Loss:** Licensee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Licensee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Licensee in writing, both cumulatively and on a maximum per item basis. Licensee

will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Licensee. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

(g) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Licensee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Licensee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Licensee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured's for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Licensee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as additional insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Licensee's insurance coverage does not provide the full Additional insured coverage as required herein, Licensee agrees to indemnify and hold harmless the Insured

Entities against any and all liability resulting from any deficiency in Licensee's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Licensee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Licensee. To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities, Licensee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
5. **Contractors:** In the event Licensee uses contractors in connection with this Agreement, it is expressly agreed that Licensee shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Licensee shall remain liable for the performance of the contractor, and such sub-contract relationship shall not relieve Licensee of its obligations under this agreement.

Unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any contractor, which shall be for the account of the contractor, and shall not exceed \$100,000. In addition, contractor shall name both the Licensee and National Grid USA (including their subsidiaries, affiliates, officers and employees), as additional insured's under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Licensee shall provide National Grid with an insurance certificate from its contractor evidencing this coverage.

In the event any contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in contractor's insurance coverage that may be out of compliance with these insurance requirements.

8. **Insurance Certification:** Upon execution of this Agreement, Licensee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid
Attn: Risk Management Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing

by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Licensee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Licensee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Licensee for said coverage.
8. **Incident Reports:** Licensee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the “Documents”) sent to Licensee’s insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Licensee under or in connection with this Agreement, excluding any accidents or incidents occurring on Licensee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Licensee associated with this Agreement, Licensee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Licensee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Licensee shall comply with any governmental site specific insurance requirements even if not stated herein.
10. **Coverage Representation:** Licensee represents that it has the required policy limits available, and shall notify National Grid USA Service Company’s Risk Management Department in writing when the minimum coverage’s required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Licensee’s deductible or self-insured retention.
11. **Responsibility:** The complete or partial failure of the Licensee’s insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Licensee to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Licensee’s responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Licensee under or in connection with this Agreement, or limiting, diminishing, or waiving Licensee’s obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.



Raquel J. Webster
Senior Counsel

March 17, 2017

BY HAND DELIVERY AND 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 19, 2018

Dear Ms. Massaro:

Pursuant to R.I. Gen. Laws § 39-3-28, I have enclosed five (5) copies of an Extension of the Mutual Assistance Agreement (Agreement), which was previously entered into by The Narragansett Electric Company¹ on March 28, 2008. The extension of the Agreement is effective as of March 19, 2017.

In accordance with Paragraph 6 of the Agreement, the termination date of the Agreement has been extended to March 19, 2018. I certify that the enclosed documents are true and accurate copies of the executed extension.

Thank you for your attention to this filing. If you have any questions, please contact me at 781-907-2121.

Very truly yours,

A handwritten signature in blue ink that reads "Raquel Webster".

Raquel J. Webster

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

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



Effective as of March 19, 2017 ("Effective Date")

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 365 days by extending the Termination Date of the Agreement to March 19, 2018 ("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, each of the undersigned has caused this instrument to be signed in its name and behalf by its duly authorized representative as of the Effective Date.

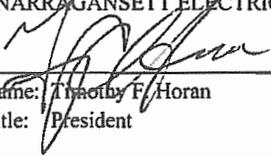
MASSACHUSETTS ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NANTUCKET ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

THE NARRAGANSETT ELECTRIC COMPANY

By: 

Name: Timothy F. Horan
Title: President

NEW ENGLAND POWER COMPANY

By: _____

Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: _____

Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

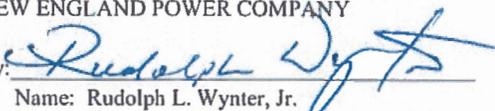
By: _____

Name: Rudolph L. Wynter, Jr.
Title: President

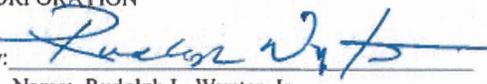
THE NARRAGANSETT ELECTRIC COMPANY

By: _____
Name: Timothy F. Horan
Title: President

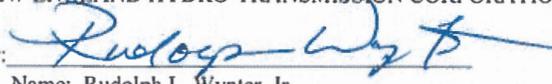
NEW ENGLAND POWER COMPANY

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

KEYSPAN GAS EAST CORPORATION

By: Ken Daly
Name: Kenneth D. Daly
Title: President

THE BROOKLYN UNION GAS COMPANY

By: Ken Daly
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: _____
Name: Sharon Partridge
Title: Vice President and Controller

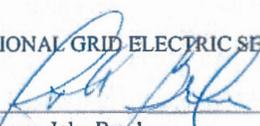
KEYSPAN GAS EAST CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

By:  _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

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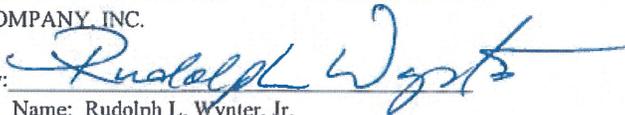
NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By:  _____
Name: Sharon Partridge
Title: Vice President and Controller

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

By: 
Name: Rudolph L. Wynter, Jr.
Title: President

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
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Title: President

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Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

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: *David Wright*
Name: David Wright
Title: Vice President

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: *Barbara Hassan*
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

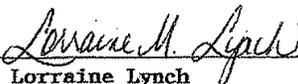
ENERGYNORTH NATURAL GAS, INC.

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

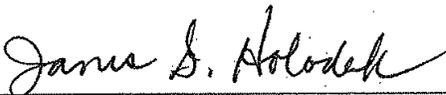
KEYSPAN GAS EAST CORPORATION

By: Nickolas Stavropoulos
Name: Nickolas Stavropoulos
Title: President

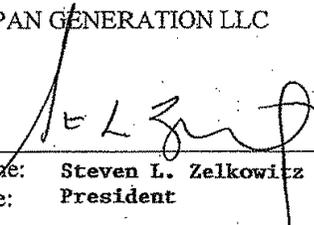
THE BROOKLYN UNION GAS COMPANY

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

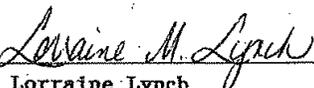
KEYSPAN ELECTRIC SERVICES, LLC

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

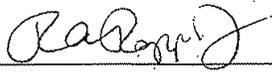
By: 
Name: **Richard A. Rapp, Jr.**
Title: **Vice President**

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.

FERC ELECTRIC TARIFF
SECOND REVISED VOLUME NUMBER 1
OF
NEW ENGLAND POWER COMPANY
Filed with
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this
Tariff should be addressed to:

Director of Rates
New England Power Company
40 Sylvan Road
Waltham, Massachusetts 02451

NEW ENGLAND POWER COMPANY

Primary Service for Resale

TABLE OF CONTENTS

Schedule I	General Terms and Conditions
Schedule II	Rate Provisions – Primary Service for Resale
Schedule III-A	Terms and Conditions – All Requirements Service
Schedule III-B	Terms and Conditions – All Requirements Service – Integrated Facilities
Schedule III-C	Terms and Conditions – Service for Resale to Interruptible Customers
Schedule IV	Form of Service Agreement

NEW ENGLAND POWER COMPANY

Primary Service for Resale
and
Transmission Service for Partial Requirements Customers
General Terms and Conditions

Schedule I

A. Tariff.

Primary Service for resale and transmission service for Partial Requirements Customers are available only upon execution of a Service Agreement with the Company in the form set forth hereinafter.

Each such Service Agreement will incorporate these general terms and conditions (Schedule I), the Company's currently effective rate for primary service for resale (Schedule II), the terms and conditions applicable to the type of service to be rendered at said rate (Schedule III) and the specific interconnection arrangements with the Customer.

The Company will file each such Service Agreement with the Federal Energy Regulatory Commission (and such other regulatory agency as may have jurisdiction in the premises) in accordance with the provisions of applicable laws and any rules and regulations thereunder.

B. Amendments.

It is agreed that the Company shall have the right at any time to amend the General Terms and Conditions set forth in this Schedule I to the tariff, the Rate Provisions set forth in Schedule II to the tariff, the Terms and Conditions governing specified types of service set forth in Schedule III to the tariff, and the form of Service Agreement set forth in Schedule IV to the tariff, by serving an appropriate statement of such amendment upon the Customer and filing the same with the Federal Energy Regulatory Commission (and such other regulatory agency as may have jurisdiction in the premises) in accordance with the provisions of applicable laws and any rules and regulations thereunder, and the amendment shall thereupon become effective on the date specified therein, subject to any suspension order duly issued by such agency.

C. Regulation.

This tariff, any Service Agreement executed pursuant thereto, and all the rights, obligations and performance of the parties to such service agreement, are subject to the Federal Power Act and to all other applicable state and federal laws and to all duly promulgated rules, regulations and orders of the Federal Power Commission and any other regulatory agency having

jurisdiction in the premises.

The obligations of the parties are further subject to and conditioned upon their securing and retaining all rights-of-way, franchises, locations, permits and other rights and approvals necessary in order to permit service to be rendered as set forth in the Service Agreement, and each party agrees to use its best efforts to secure and retain all such rights-of-way, franchises, and other rights and approvals.

D. Availability of primary service for resale.

Primary service for resale is available only to electric utilities (including municipalities) engaged in the distribution of electricity to the public, whose electric requirements are supplied in whole or in part by the Company, either directly or over facilities for the use of which the Company has contractual arrangements.

Electricity so supplied is available for the Customer's own use and for resale to ultimate customers in the Customer's service area as it may exist from time to time, which area shall consist of one or more Districts to be specified in the Service Agreement. If the Customer's service area consists of two or more Districts, all provisions of the tariff shall apply to each District separately.

Primary service for resale is also available for sales for resale by the Customer (1) to electric utilities served by the Customer as of the date of and as specified in the Service Agreement; (2) to additional electric utilities which shall then be specified in the Service Agreement; and (3) under convenience contracts for the supply of electricity to borderline customers. With reference to sales under (2) above, the Customer shall give to the Company seven years' notice of intention to serve such utilities; the Customer shall furnish such information as the Company may reasonably request; and the parties shall establish mutually agreeable reasonable terms in connection therewith.

Service for Resale to Interruptible Customers under Schedule III-C is available only to utilities who are also taking service under Schedule III-A or III-B.

The Customer's sources of supply other than the Company shall be specified in the Service Agreement; and seven years' notice shall be given by the Customer to the Company of a change in Customer's source or sources, and such change shall be implemented pursuant to mutually agreed upon reasonable terms.

E. Availability of transmission service.

The types of transmission service available to the Partial Requirements Customer are specified in Schedule III to the tariff, and the Company will consider requests for additional types of transmission service; in each case to the extent that the Company deems its existing and planned transmission capacity can accommodate such additional service without additional new construction. In cases where new construction may be required to accommodate additional types of transmission service, the Company reserves the right in its discretion either to refuse to undertake such further service, or to request financial assurance that any additional transmission investments and costs will be adequately provided for.

F. Character of primary electric service.

Electricity will be supplied in the form of three-phase, sixty-hertz alternating current at the nominal voltage or voltages specified in the Service Agreement.

The Company will maintain and operate its interconnected generating and transmission system, together with any delivery facilities required for service to the Customer, in accordance with good utility practice. The Company will use due diligence in maintaining an aggregate capacity of such facilities sufficiently in excess of current Demand to allow for the Customer's expected load growth, and the Customer will keep the Company informed as to expected trends of its load growth.

The Company shall not be liable in damages to the Customer for any failure to supply electricity nor to provide transmission service in accordance with the preceding paragraphs if prevented from doing so by reason of storm, flood, earthquake, fire, explosion, civil disturbance, labor dispute, act of God or the public enemy, restraint by a court or other public authority, or any cause beyond its reasonable control; and shall not be liable in damages to the Customer for any reduction in voltage or interruption of service resulting from the operation in accordance with good utility practice of an emergency load-reduction program; but in any such case the Company will exercise due diligence to remove the cause of any disability at the earliest practicable time. The Company and the Customer shall have the obligation to operate in accordance with good utility practice, including an emergency load reduction program, and upon request, to consult with each other in regards thereto.

G. Delivery and ownership of facilities.

1. All deliveries will be made a single delivery point in each District (which may also be used to serve other customers of the Company or affiliated companies of the New England Electric System), except where District load can be more feasibly served by multiple delivery points. The Service Agreement shall set forth with respect to each District of the

Customer's system the point or points of delivery, the delivery voltage or voltages and the ownership of transformation and metering equipment.

2. Deliveries at each delivery point will be made at a single voltage except as otherwise provided in the Service Agreement.

3. All lines, apparatus and other equipment up to the point of delivery shall be supplied, maintained and operated by the Company or affiliated companies of the New England Electric System, and all such equipment beyond such point of delivery shall be supplied, maintained and operated by the Customer. The Customer shall, however, supply free of cost a suitable place for the installation of the Company's metering equipment and any of the Company's lines, or other equipment which it is proper to locate on the Customer's property, and the Company shall have access to the Customer's property for all reasonable purposes in connection therewith.

4. All the Customer's lines, apparatus and equipment (and the maintenance, operation and adjustment of the same) which are connected to the facilities of the Company, and the maintenance, operation and adjustment of which may adversely affect the operation of the Company's facilities, shall be subject to the reasonable inspection and approval of the Company.

5. The Customer assumes all responsibility for electricity beyond the point of delivery, and the Company shall not be liable for damage to the person or property of the Customer or of its employees or of any other persons resulting from the use of electricity beyond the point of delivery.

Variations from the provisions of paragraphs 1 through 5 above will be permitted, in the discretion of the Company, if and to the extent that equitable adjustments are provided for and set forth in the Service Agreement.

H. Metering.

The Company reserves the right to determine the metering installations and will supply the metering equipment for determining the quantity and conditions of supply of electricity delivered hereunder. Any exceptions to this provision shall be reflected in the Service Agreement.

If at any time such equipment shall be found to be inaccurate by more than 2% up or down, the owner shall make it accurate and the charges and meter readings for the period of inaccuracy, so far as the same can reasonably be ascertained, shall be adjusted. However, no adjustment prior to the beginning of the next preceding month shall be made except by mutual agreement.

In addition to regular routine tests, the owner shall have any such meter tested at any time upon written request of the other party, and if such meter prove accurate within 2% up or down the expense of the test shall be borne by the party requesting the test.

I. Transmission losses.

Unless otherwise specified in the tariff, all losses incurred in providing transmission service hereunder shall be for the account of the Customer, and delivery of the aggregate quantity of electricity received for transmission, less such losses, shall constitute full performance by the Company. When segregation of energy flows is required to determine such losses, the Company will calculate the same in accordance with good engineering practice.

J. Billing and payment.

Bills for each month shall be rendered during the first part of the next succeeding month and shall be due when rendered.

As used herein the term “month” shall refer to the period between two meter readings each of which shall have been taken within two days of the end of successive calendar months.

When all or part of any bill shall remain unpaid for more than thirty (30) days after the rendering thereof by the Company, interest at the rate of 1 ½% per month shall accrue to the Company from and after the rendering of said bill and be payable to the Company on either: (1) such unpaid amount or (2) in the event the amount of the bill is disputed, the amount finally determined to be due and payable.

Notwithstanding the foregoing, no late payment penalty shall be imposed upon any customer where payment is made within forty-five (45) days of the rendering of the bill by the Company provided that each of the following conditions are met: 1) the average prior calendar year’s monthly billing to such customer was less than \$45,000; and 2) payment of such bill within thirty (30) days by such customer would cause undue hardship because of the fact that one or more part-time employees or officials are essential to the processing of payment by such customer. A letter from an appropriate official of a customer certifying that one or more part-time employees are essential to the processing of payment shall constitute satisfactory evidence that condition 2 herein has been met.

In addition, no late payment penalty shall be imposed upon any customer electing to make installment payments with respect to any bill so long as the weighted average payment date, based on the amount of each payment, is no later than 30 days after the date of the rendering of the bill.

K. Remedies.

If any bill remains unpaid for more than sixty days, except amounts in dispute, the Company may apply to the regulatory agency having jurisdiction to suspend delivery of electricity until full payment has been made of all amounts due.

If either party shall have defaulted in any of its obligations and such default shall have continued for and not been remedied within sixty days after receipt of a written notice from the other party specifying the nature of such default in reasonable detail, the other party may by written notice terminate the Service Agreement at the end of the next succeeding calendar month. No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed to be a waiver of any other remedies to which other party is legally entitled.

L. Hours of Labor.

The Company agrees to comply with the provisions of the General Laws of Massachusetts, Chapter 149, Section 34, as amended, with reference to the hours of laborers, workmen or mechanics in its employ, so far as the same may be applicable to work under this tariff.

M. Notices.

Notices by the Company or the Customer shall be in writing, mailed or delivered to the respective addresses set forth in the Service Agreement. Either party may change its address by written notice to the other.

N. Term.

Once initiated, service under this tariff shall continue until terminated by either party giving to the other at least seven years' written notice of termination directed to the end of a calendar month.

A Customer that seeks to terminate service without providing the notice required under this tariff and its service agreement and that has not otherwise agreed to a settlement of its early termination costs may exercise an option to terminate service under this tariff early by giving the

Company thirty days' written notice directed to the end of a calendar month and paying the Contract Termination Charge applicable under Schedule II-C of this tariff. The Contract Termination Charge shall be payable in equal monthly installments of principal and interest, the first payment to be made within 30 days after the date of termination of service ("Early Termination Date"), over the remaining term of the Customer's notice period (or such shorter term, or in a single payment, as agreed by the Company and the Customer). The Customer's payments shall include carrying charges on the unpaid amount of the Contract Termination Charge at the interest rate determined pursuant to section 35.19a of the Commission's regulations (18 C.F.R. 35.19a) effective on the Early Termination Date and compounded monthly. The Company reserves the right to require the Customer to provide security in a form appropriate to the Company and consistent with commercial practices to protect the Company against the risk of non-payment. This paragraph shall not apply to Customers that have entered into settlement agreements with the Company allowing early termination of service under this tariff and establishing the recovery of contract termination charges. The Company at its discretion may waive the thirty days' notice provision under this paragraph.

O. Successors and assigns.

The executed service agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assigns of the parties.

NEW ENGLAND POWER COMPANY

Schedule II-A

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NEW ENGLAND POWER COMPANY

Schedule II-B

NEW ENGLAND POWER COMPANY

Primary Service for Resale

Rate W-95(N)

Demand Charge: \$17.17 per month for each kilowatt of Demand.

Energy Charge: 21.83 mills (\$0.02183) for each kilowatt-hour of electricity delivered, except for kilowatt-hours of electricity delivered under Service for Resale to Interruptible Customers, Schedule III-C.

Interruptible Service: For each kilowatt-hour delivered in any hour pursuant to Schedule Charge III-C, the amount specified for that hour by the Company pursuant to Paragraph C of Schedule III-C

Fuel and Purchased Economic Power Adjustment Clause: For any month for which the Cost of Fuel is greater or less than 14.0000 mills per kilowatt-hour, the Energy Charge shall be increased or decreased respectively by the applicable fuel adjustment rate per kilowatt-hour delivered, which rate shall be equal to the difference of:

$$\frac{F_m - F_b}{S_m - S_b}$$

Where F is the expense of fossil and nuclear fuel and purchased economic power in the base (b) and current (m) periods; and "S" is the kilowatt-hour sales in the base and current periods, all as defined in Section 35.14 of the Regulations under the Federal Power Act as provided in Order No. 352 issued December 7, 1983 in Docket No. RM83-62-000. F shall also include expenses associated with purchases of electricity from alternate energy suppliers, provided however that payments from such suppliers due to their failure to perform or pursuant to contractual security provisions shall be credited to F above. F shall be credited with the revenues from sales for resale to interruptible customers pursuant to Schedule III-C and such sales shall be excluded from S.

determined as a part of the NEPOOL reserve requirement. This type of interconnected pool operation avoids the need for member companies to individually determine reserve capacity criteria, while preserving individual company integrity through the basic NEPOOL Agreement. Each member utility's commitment to the Pool's requirements is assured by a monthly assessment of each members "Capability Responsibility", as defined in the NEPOOL Agreement. See also the NEPOOL Agreement, FERC Rate Schedule No. 210. In determining whether a purchase is a reliability purchase, the Company will use its then-applicable NEPOOL reserve requirement, regardless of whether the selling utility is a member of NEPOOL. In the event that a short term operating reserve purchase is made by NEPOOL and an assessable share is billed to NEP, NEP will include in this clause only the cost of fuel associated with such purchase. Part of the costs in evaluating the interchange with NEPEX (the NEPOOL dispatching agency) may initially be estimated. All energy savings shares that are created in the NEPEX dispatch are reflected in fuel costs. The value of the estimated costs will be combined with the value of the actual costs for the billing month to determine the monthly fuel clause factor. Any difference between the actual and estimated data for a billing month will be reflected in cost data utilized in the calculation for the succeeding month.

Notwithstanding the above, whenever the foregoing determination would be affected by energy produced from generating units under construction as they undergo operational tests prior to their in service dates, the components of F shall be adjusted so that its value is the same as it would have been if such test energy were not available. Such adjustment to F in the formula shall also recognize that current wholesale customers have paid a part of the cost of generating units under construction through demand charges reflecting CWIP in rate base; therefore, a credit to F shall be applied equal to the differential between the cost of test energy and the displaced cost of fuel in the ratio that demand contributions for such units bear to the carrying cost of such units.

In addition to the foregoing, F shall also include fifty percent (50%) of all natural gas transportation demand charges incurred for the period beginning November 1, 1991 and ending on the sooner to occur of January 1, 1996 or the conclusion of the construction period for the Manchester Street Station repowering project, provided, however, that revenues received from third parties related to their use of NEP's pipeline capacity during the foregoing period shall be credited to F above. Thereafter, all natural gas

transportation demand charges incurred shall be included in F above.

Once each calendar year, NEP shall reconcile the total incremental fuel costs of all short-term unit sales transactions, and sales pursuant to Schedule III-C, to fuel revenue from these transactions. If the total incremental fuel cost exceeds the fuel revenue, F shall be credited with the differential. The reconciliations shall be done in accordance with the procedures set forth in Dockets 92-372-000 et al. (unit power contracts) and Docket No. 94-1056-000 (Schedule III-C sales).

In accordance with a Surcharge Compliance Filing Settlement Agreement filed in Docket Nos. ER88-630-000, et al., a monthly charge for fuel expense underrecovery will be assessed all Customers except Massachusetts Electric Company, as shown at Appendix C to that Settlement Agreement. The foregoing charge will become effective as approved by the Commission and will continue thereafter for a period of ten (10) years, provided that if any of these Customers terminates service from NEP prior to the conclusion of the amortization period, that Customer shall pay its remaining unamortized fuel expense upon the date it terminates service. The monthly charge will be: Narragansett Electric - \$48,889, Granite State - \$6,499, Groveland - \$225, Merrimac - \$196, Littleton - \$535, Norwood - \$3,128, N.H. Elec. Coop - \$66, GMP - \$52, and Ft. Devens - \$540.

In accordance with the settlement of Docket No. FA91-53-000, F shall also include the 1.5% NEPEX differential billed to NEP by Central Maine Power for the use of low sulphur oil in the Wyman Units 1, 2, and 3 when Wyman 4 is operating.

Standard Delivery Point: For purposes of this Tariff, the “Standard Delivery Point” shall be considered to be that point on the integrated generating and transmission system of the Company that first follows one transformation from the power supply system or, by agreement of the parties, a point in close proximity thereto.

Metering Adjustments: Where delivery is metered at the Company’s supply line voltage, in no case less than 69,000 volts, thereby saving the Company transformer losses then, before determining the number of kilowatts and kilowatt-hours to be billed under the preceding provisions, there shall be deducted from the meter registrations of kilowatts and

kilowatt-hours for the month in question an amount respectively of one percent (1.0%) of such registrations. Where delivery is metered at the sub-transmission voltage, or at the low side terminals of the transformation from the sub-transmission to the distribution of the customer, and not at the low side terminals of the transformation from the Company's supply line, there shall be added to the meter registrations of kilowatts and kilowatt-hours for the month in question an amount respectively of one and one half percent (1.5%) of such registrations.

Transformer Ownership
Credit:

If delivery is made at the Company's supply line voltage, not less than 69,000 volts, and the Company is saved the cost of installing any transformer and associated equipment there will be allowed a credit of thirty cents (\$0.30) per kilowatt of the demand component at the point of delivery which enters into the computation of the Customer's Demand for the month in question. In accordance with a Settlement Agreement in Docket Nos. ER91-565-000, et al., the credit applicable to the Town of Norwood will be twenty-one cents (\$0.21) per kilowatt of the demand component at the point of delivery which enters into the computation of the Customer's Demand for the month in question. The foregoing credits, as applicable, shall be computed after the applicable Metering Adjustments.

Credit for EPRI
Contributions:

A credit of six cents (\$0.06) per kilowatt of the demand component will be allowed to all customers served under this schedule with the exception of the Company's affiliated customers (Massachusetts Electric Company, Narragansett Electric Company and Granite State Electric Company) in order to reflect the Company's commitment to research support of the Electric Power Research Institute (EPRI) unless a customer notifies the Company in writing that it desires to contribute through the Company's commitment, in which event this credit shall not apply to such Customer. In accordance with a Settlement Agreement in Docket Nos. ER91-565, et al., the credit applicable to the Town of Norwood will be nine cents (\$0.09) per kilowatt of the demand component at the point of delivery which enters into the computation of the Customer's Demand for the month in question. These credits shall be computed after the application of any applicable Metering Adjustments and at the point of delivery which enters into the computation of the Customer's Demand for the month in question.

Norwood Yankee:
Surcharge: In accordance with the terms of the W-12 Settlement Amendment dated December 17, 1992 in Docket No. ER90-525 et al., NEP shall apply a monthly surcharge to the Town of Norwood, equal to the amounts calculated in accordance with that settlement.

Norwood Seabrook 1
Amortization Surcharge: In accordance with the terms of the W-95(N) Settlement dated June 30, 1995 in Docket No. ER95-267 et al., NEP shall apply a monthly surcharge to the Town of Norwood, equal to the amounts calculated in accordance with section 2.2(b) of that settlement.

The Company reserves the right to amend the foregoing rate in the manner set forth in its General Terms and Conditions governing primary service for resale in Schedule I.

Effective Date: July 12, 1995

NEW ENGLAND POWER COMPANY

Primary Service for Resale

DETERMINATION OF CONTRACT TERMINATION CHARGE
UNDER EARLY TERMINATION PROVISION

A. Applicability

The terms and conditions of this Schedule II-C are applicable to any eligible all-requirements wholesale customer (“Customer”) of New England Power Company (“Company”) under this tariff which elects the early termination option under Schedule I, Section N of this tariff.

B. Determination of Contract Termination Charge

If a Customer exercises the early termination option under Schedule I, Section N, paragraph 2, of this tariff, the Customer shall pay the Company a Contract Termination Charge (“CTC”) as determined under this schedule. The CTC shall be determined as follows:

$$CTC = (R - M) \times L$$

where:

R = the Customer’s Annual Average Revenue, as determined in Section 1 below;

M = the Estimated Market Value of the Customer’s released capacity and associated energy, as determined under Section 2 below;

L = the Length of Obligation in years, as determined under Section 3 below;

Payment of the CTC by the Customer shall be in accordance with Schedule I, Section N, paragraph 2, of this tariff.

The CRC shall be determined on a net present value basis, with the difference between R

and M discounted to the Early Termination Date as defined in Section 3 below. The discount rate used shall equal the rate determined pursuant to section 35.19a of the Commission's regulations (18 C.F.R. § 35.19a) effective on the Early Termination Date.

In no event shall the CTC exceed the amount determined under section 4 below.

1. R – Average Annual Revenue

The Customer's Annual Average Revenue shall equal the Total Revenue minus the Transmission Revenue.

- a. Total Revenue shall equal the annual average of revenues received by the Company from the Customer over three years under the presently effective rates as shown on Schedule II-A and Schedule II-B of this tariff. The three-year period shall be the 36 months immediately prior to the Early Termination Date as specified by the Customer under the second paragraph of Schedule I, Section N of this tariff. In the event that the rates paid by the Customer under Schedule II-A or Schedule II-B of this tariff have changed during the three-year period, Total Revenue shall be determined using the Customer's revenue for the 12 months immediately prior to the Early Termination Date. The Company at its discretion may use estimates of the Customer's billing units for determining Total Revenue, such estimates to be reconciled to actual billing units within six months after the Early Termination Date. The calculation of Total Revenue shall include credits pursuant to Schedule III-D of this tariff as well as all credits and surcharges applicable to the Customer under the Customer's Service Agreement with the Company under this tariff, with the exception of credits associated with Integrated Facilities arrangements under Schedule III-B of this tariff and any credits associated with the Company's reimbursement of the Customer's payments to third parties for transmission service.
- b. Transmission Revenue shall equal the sum of: (i) the annual average of revenues the Company credited to the Customer with respect to payments made by the Customer to third parties for transmission service pursuant to any applicable provision of the service agreement between the Company and the Customer; or (ii) if the service agreement

does not provide for such credits, the annual average of revenues the Company would have received from the Customer using the presently effective rates under the Company's Open Access Transmission Tariff, FERC Electric Tariff Original Volume No. 9 ("Tariff No. 9"); and (iii) the annual average of payments made by the Company to the New England Power Pool ("NEPOOL") for transmission service on the Customer's behalf under NEPOOL's Open Access Transmission Tariff, all as determined during the period over which the Total Revenue is determined. The Company at its discretion may use estimates of the Customer's billing units for determining Transmission Revenue, such estimates to be reconciled to actual billing units within six months after the Early Termination Date.

2. M – Estimated Market Value

The Estimated Market Value shall equal the annual average of the Market Price Estimate for each year of the Length of Obligation (as determined pursuant to Section 3 below) multiplied by the Customer's Released Load.

- a. *Market Price Estimate* shall equal the per kilowatt-hour amount set forth in the Table below, as in effect on the Early Termination Date, as applicable to each year during the Length of Obligation. The Market Price Estimate shall include both a capacity-related and energy-related component.

<u>Year</u>	<u>Capacity</u> <u>(¢/kWh)</u>	<u>Energy</u> <u>(¢/kWh)</u>	<u>Total</u> <u>(¢/kWh)</u>
1998	1.10	2.71	3.81
1999	1.22	2.64	3.86
2000	1.22	2.66	3.88
2001	1.25	2.61	3.86
2002	1.31	2.63	3.94
2003	1.34	2.71	4.05
2004	1.40	2.72	4.12
2005	1.44	2.77	4.21
2006	1.47	2.86	4.33
2007	1.53	2.95	4.48
2008 forward		prices for 2007 escalated at 2% annually	

- b. *Released Load* shall equal the annual average of the Customer's kilowatt-hour purchases from the Company for the period over which Total Revenue is determined. The Company at its discretion may use estimates of the Customer's kilowatt-hour purchases for determining Released Load, such estimates to be reconciled to actual purchases within six months after the Early Termination Date.

3. L – Length of Obligation

The Length of Obligation shall equal the time period between the Early Termination Date and the Regular Termination Date.

- a. *Early Termination Date* shall be as determined under Schedule I, Section N, paragraph 2 of this tariff
- b. *Regular Termination Date* shall be the date at which the Company or the Customer could have unilaterally terminated service under Schedule I, Section N, paragraph 1 of this tariff and any applicable provisions of the Customer's Service Agreement with the Company under this tariff.

4. Maximum Contract Termination Charge

In no event shall the difference between R and M (as determined in Sections 1 and 2 above) exceed the Customer's annual contribution to the Company's fixed power supply costs under this tariff. The Customer's annual contribution to the company's fixed power supply costs shall equal its Total Revenue minus Transmission Revenue minus the Company's Average Fuel Costs. Average Fuel Costs shall equal the annual average of revenues the Company recovered for its Cost of Fuel as defined in Schedule II-A of this tariff multiplied by the Customer's monthly kilowatt-hour purchases during the period over which Total Revenue is determined in Section 1 above.

NEW ENGLAND POWER COMPANY

Schedule III-A

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NEW ENGLAND POWER COMPANY

Primary Service for Resale

TERMS AND CONDITIONS

governing

ALL-REQUIREMENTS SERVICE — INTEGRATED FACILITIES

Schedule III-B

A. Applicability

The terms and conditions set forth herein shall apply when the Service Agreement is between the Company and a Customer which is affiliated with the New England Power Company, and specifies All-Requirements Service — Integrated Facilities.

B. Integrated facilities: Obligations of the parties.

Recognizing that the generation and transmission facilities owned by the Company and the Customer are physically interconnected and can be operated to achieve maximum economy through integrated operation, the Customer and the Company agree as follows:

1. The Customer will operate and maintain its generating and transmission facilities in accordance with standards fixed from time to time by the Company, and will make available to the Company the full capacity of such facilities to meet the load of the integrated generating and transmission system (consisting of the generating and transmission facilities owned by the Company and affiliated companies of the New England Power Company). The Company and the Customer may agree to exclude from the facilities made available as aforesaid any facilities deemed not to be necessary or feasible for integration, and such excluded facilities shall not be considered part of the integrated generating and transmission system as defined above.
2. The generating and transmission facilities of the Customer made available to the Company under paragraph 1 shall be subject to dispatch by the Company to meet the load of the integrated generating and transmission system, and the output of the Customer's generating units so dispatched shall be deemed to be for the account of the Company. The Customer will conform to maintenance schedules fixed by the Company to ensure maximum availability of capacity.

3. The Company and the customers whose facilities constitute a part of the integrated generating and transmission system will plan jointly for the future requirements of such system. The Customer agrees to make additions to and retirements of its generating and transmission facilities in accordance with schedules fixed from time to time by the Company.
4. In consideration of the foregoing, the Company assumes responsibility for the supply of the electrical requirements of the Customer from the integrated generating and transmission system, including transmission losses over such system, and agrees to credit the Customer for the use of its generating and transmission facilities, in accordance with the following provisions:
 - a. The Company agrees to sell and the Customer agrees to buy, at the Company's effective rate for primary service for resale, the Customer's entire requirements of electricity for its own use and for resale within the Districts described in the Service Agreement, with the following exceptions: (1) electricity purchased by the Customer from commercial and industrial establishments located within any District of the Customer's service area and specified in the Service Agreement, (2) electricity purchased by the Customer under convenience contracts for the supply of electricity to borderline customers, and (3) such other exceptions as may be mutually agreed upon between the parties and set forth in the Service Agreement.
 - b. For Customer-owned Transmission Plant, the Company will credit each monthly bill rendered to the Customer using the calculation shown below based on the previous month's cost data from Customer's official books and records. Capitalized terms used in this calculation will have the following definitions:
 1. Gross Transmission Plant Allocation Factor shall equal the ratio of Customer's Total Investment in Transmission Plant to Total Plant in Service, excluding General Plant.
 2. PTF Allocation Factor shall equal the ratio of PTF Transmission Plant to Transmission Plant.
 3. PTF-RSP Allocation Factor shall equal the ratio of PTF-RSP Transmission Plant to Transmission Plant.
 4. Transmission Wages and Salaries Allocation Factor shall equal the ratio of Transmission-related direct electric wages and salaries from Customer to Customer's total electric direct wages and salaries and excluding electric administrative and general wages and salaries.

5. Administrative and General Expense shall equal Customer's electric expenses as recorded in FERC Account Nos. 920-935, less Post Employment Benefits Other than Pensions ("PBOP") included in FERC Account 926, plus the FERC-accepted Post Employment Benefit Other than Pensions identified in each Customer's Service Agreement or any other amount subsequently approved by FERC under Section 205 of the Federal Power Act.
6. Amortization of Investment Tax Credits shall equal Customer's electric credits as recorded in FERC Account No. 411.4.
7. Amortization of Loss on Reacquired Debt shall equal Customer's electric expenses as recorded in FERC Account No. 428.1.
8. Depreciation Expense for Transmission Plant shall equal Customer's electric transmission plant related depreciation expenses as recorded in FERC Account No. 403 calculated using the depreciation rates set forth in each Customer's Service Agreement.
9. General Plant shall equal Customer's electric gross general plant balance as recorded in FERC Account Nos. 389-399.
10. General Plant Depreciation Expense shall equal Customer's electric general plant related depreciation expenses as recorded in FERC Account No. 403.
11. General Plant Depreciation Reserve shall equal Customer's electric general plant depreciation reserve balance as recorded in FERC Account No. 108.
12. Municipal Tax Expenses shall equal Customer's electric transmission-related municipal tax expense as recorded in FERC Account No. 408.1.
13. Payroll Taxes shall equal those electric payroll tax expenses as recorded in Customer's FERC Account Nos. 408.1.
14. Land Held for Future Use shall equal the Customer's electric transmission-related balance for Land in FERC Account No. 105.
15. Prepayments shall equal Customer's electric prepayment balance as recorded in FERC Account No. 165.
16. PTF-RSP Transmission Plant shall equal any PTF Transmission

Plant as defined below and approved as part of the ISO-NE Regional System Plan.

17. PTF Transmission Plant shall equal electric transmission plant as defined in Section II.49 of the ISO-NE OATT and determined in accordance with Appendix A of Attachment F Implementation Rule, which is entitled "Rules for Determining Investment To Be Included in PTF."
18. Total Accumulated Deferred Income Taxes shall equal the net of Customer's electric deferred tax balance as recorded in FERC Account Nos. 281-283 and Customer's electric deferred tax balance as recorded in FERC Account No. 190, all excluding associated FAS 109 Accumulated Deferred Income Taxes and any Accumulated Deferred Income Taxes associated with pension-related regulatory assets or liabilities.
19. Total Loss on Reacquired Debt shall equal Customer's electric expenses as recorded in FERC Account 189.
20. Total Plant in Service shall equal Customer's total electric gross plant balance as recorded in FERC Account Nos. 301-399.
21. Total Transmission Depreciation Reserve shall equal Customer's electric transmission plant related depreciation reserve balance as recorded in FERC Account 108.
22. Transmission Operation and Maintenance Expense shall equal Customer's electric expenses as recorded in FERC Account Nos. 560-564 and 566-573 less any expenses recorded in FERC Account 561.4.
23. Transmission Plant shall equal Customer's electric gross plant balance as recorded in FERC Account Nos. 350-359.

24. Transmission Plant Materials and Supplies shall equal Customer's electric materials and supplies balance as recorded in FERC Account No. 154
25. Transmission Related Taxes and Fees Charge shall include any fee or assessment imposed by any governmental authority on service provided which is not specifically identified under any other section contained herein.

In the event that the above-referenced FERC accounts are renumbered, renamed, or otherwise modified, the above sections shall be deemed amended to incorporate such renumbered, renamed, modified or additional accounts.

Calculation of Transmission Revenue Requirements

The monthly Transmission Revenue Requirement shall equal the sum of Customer's (A) Return and Associated Income Taxes (including the Incremental Returns for PTF-RSP and PTF Investment), (B) Transmission Depreciation Expense, (C) Transmission Related Amortization of Loss on Reacquired Debt, (D) Transmission Related Amortization of Investment Tax Credits, (E) Transmission Related Municipal Tax Expense, (F) Transmission Related Payroll Tax Expense, (G) Transmission Operation and Maintenance Expense, (H) Transmission Related Administrative and General Expenses, (I) Distribution, Credit, (J) Transmission Related Taxes and Fees Charge, (K) Billing Adjustments, and (L) Annual True-Up Adjustment. The Incremental Return and Associated Income Taxes for PTF-RSP and PTF Investments shall be calculated using the investment base components specifically identified in Section A.1 of the formula below.

- A. Return and Associated Income Taxes shall equal the product of each of the Transmission Investment Base (PTF-RSP, PTF and Non-PTF, respectively) and the Cost of Capital Rates applicable to each.
 1. Transmission Investment Base
 - (a) Total Transmission Investment Base shall be defined as a) Transmission Plant, plus (b) Transmission Related General Plant, plus (c) Transmission Land Held for Future Use, plus (d) Transmission Related Construction Work In Progress, less (e) Transmission Related Depreciation Reserve, less (f) Transmission Related Accumulated Deferred Taxes, plus (g) Transmission Related Loss on Reacquired Debt, plus (h) Transmission Prepayments, plus (i) Transmission Materials and Supplies, plus (j) Transmission Related Cash Working Capital.
 - (i) PTF-RSP Investment Base will be the monthly balances of PTF-RSP Transmission Plant, less the sum of (d)

Transmission Related Depreciation Reserve and (e) Transmission Related Accumulated Deferred Income Taxes, multiplied by the PTF-RSP Allocation Factor.

- (ii) PTF Transmission Investment Base will be the monthly balances of PTF Transmission Plant, less PTF-RSP Investment Base, plus the product of: PTF Allocation Factor multiplied by the sum of the [(b) Transmission Related General Plant, plus (c) Transmission Land Held for Future Use, less (d) Transmission Related Depreciation Reserve, less (e) Transmission Related Accumulated Deferred Income Taxes, plus (f) Transmission Related Loss on Reacquired Debt, plus (g) Transmission Prepayments, plus (h) Transmission Materials and Supplies, plus (i) Transmission Related Cash Working Capital].
- (iii) Non-PTF Transmission Investment Base shall equal Total Transmission Investment Base less PTF-RSP Investment Base less PTF Investment Base.
- (b) Transmission Related General Plant shall equal Customer's balance of investment in electric General Plant multiplied by the Transmission Wages and Salaries Allocation Factor.
- (c) Transmission Land Held for Future Use shall equal Customer's balance of electric Transmission-related Land Held for Future Use.
- (d) Transmission Related Construction Work In Progress shall equal the portion of Customer's investment in Transmission-related projects as recorded in FERC Account 107 consistent with Commission orders.
- (e) Transmission Related Depreciation Reserve shall equal Customer's balance of Total Transmission Depreciation Reserve, plus the balance of Transmission Related General Plant Depreciation Reserve. Transmission Related General Plant Depreciation Reserve shall equal the product of General Plant Depreciation Reserve and the Transmission Wages and Salaries Allocation Factor.
- (f) Transmission Related Accumulated Deferred Income Taxes shall equal Customer's electric balance of Total Accumulated Deferred Income Taxes, multiplied by the Gross Transmission Plant Allocation Factor.
- (g) Transmission Related Loss on Reacquired Debt shall equal

Customer's electric balance of Total Loss on Reacquired Debt multiplied by the Gross Transmission Plant Allocation Factor.

- (h) Transmission Prepayments shall equal Customer's electric balance of prepayments multiplied by the Gross Transmission Plant Allocation Factor.
- (i) Transmission Materials and Supplies shall equal Customer's electric balance of Transmission Plant Materials and Supplies, multiplied by the Gross Transmission Plant Allocation Factor.
- (j) Transmission Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of Customer's Transmission Operation and Maintenance Expense (less FERC Account 565: Transmission of Electricity by Others) and Transmission-Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate will incorporate Customer's imputed capital structure, Customer's actual cost of long-term debt and preferred equity, and approved ROEs for Transmission Investment Bases (PTF-RSP, PTF and Non-PTF, respectively), plus Federal Income Tax.

- (a) The Weighted Costs of Capital will be calculated for each of the Transmission Investment Bases (PTF-RSP, PTF and Non-PTF, respectively) based upon the imputed capital structure for Customer in place in accordance with Rhode Island Docket Nos. 2930 and 3617 and will equal the sum of (i), (ii), and each ROE applied in item (iii) below.
 - (i) the long-term debt component, which equals the product of the actual weighted average embedded cost to maturity of Customer's long-term debt then outstanding and the imputed long-term debt capitalization ratio of 45%.
 - (ii) the preferred stock component, which equals the product of the actual weighted average embedded cost to maturity of Customer's preferred stock then outstanding and the imputed preferred stock capitalization ratio of 5%.
 - (iii) the return on equity component (ROE), shall be the product of the allowed ROEs applicable to the corresponding investments below and the Customer's imputed common equity capitalization ratio of 50%.

12.64% - Post-2003 to pre-2009 PTF transmission plant investment included in the Regional System Plan approved by ISO-NE.

11.64% - The remaining PTF transmission plan investment.

11.14% - The remaining transmission plant investment.

As per FERC's Order on Rehearing issued on March 24, 2008 in FERC Docket Nos. ER04-157-004 and ER04-714-001 and Customer's imputed common equity capitalization ratio of 50%, plus any additional incentive ROE adders as may be applied to specific investment approved by the FERC in response to requests for such adders filed by NEP pursuant to Order No. 679. To the extent FERC modifies ROEs as applicable to transmission assets, those Returns on Equity shall be applied to this calculation of the Transmission Revenue Requirement pursuant to a filing with FERC under Section 205 of the Federal Power Act.

(b) Federal Income Tax applied shall equal

$$(PS + ROE) \times \text{Federal Income Tax Rate} \\ (1 - \text{Federal Income Tax Rate})$$

where PS is the Preferred Stock Component and ROE is the return on equity component, each as determined in Sections 2.(a)(ii) and for the applied ROEs set forth in 2.(a)(iii) above.

- B. Transmission Depreciation Expense shall equal Customer's electric Depreciation Expense for Transmission Plant, plus an allocation of electric General Plant Depreciation Expense calculated by multiplying electric General Plant Depreciation Expense by the Transmission Wages and Salaries Allocation Factor.
- C. Transmission Related Amortization of Loss on Reacquired Debt shall equal Customer's electric Amortization of Loss on Reacquired Debt multiplied by the Gross Transmission Plant Allocation Factor.
- D. Transmission Related Amortization of Investment Tax Credits shall equal Customer's electric Amortization of Investment Tax Credits multiplied by the Gross Transmission Plant Allocation Factor.
- E. Transmission Related Municipal Tax Expense shall equal Customer's transmission-related electric municipal tax expense.

- F. Transmission Related Payroll Tax Expense shall equal Customer's total electric payroll tax expense, multiplied by the Transmission Wages and Salaries Allocation Factor.
- G. Transmission Operation and Maintenance Expense shall equal Customer's total electric Transmission Operation and Maintenance Expenses.
- H. Transmission Related Administrative and General Expenses shall equal the sum of Customer's electric Administrative and General Expenses multiplied by the Transmission Wages and Salaries Allocation Factor.
- I. Direct Assignment Facilities Credit shall equal the monthly revenue received by NEP for service provided to any of NEP's wholesale customers that utilize directly assigned transmission, distribution and/or generator interconnection facilities owned by Customer. Such NEP revenue is defined as any revenue NEP receives for Direct Assignment Facilities under the ISO-NE OATT or any interconnection-related charges for Customer-owned and/or maintained facilities under FERC jurisdictional agreements where NEP is the party to the agreement.
- J. Transmission Related Taxes and Fees Charge shall include any fee or assessment imposed by any governmental authority on service provided under this section, including, but not limited to, expenses incurred by the Customer related to third party independent audits conducted at the request of any governmental authority, and any other fee or assessment which is not specifically identified under any other section contained herein. Such costs will be separately identified and included in item H — Administrative and General Expense, above.
- K. Billing Adjustments shall be plus or minus any billing adjustments from the prior transmission billing periods. Billing adjustments shall include, but not be limited to, adjustments due to corrections to any value included in this formula, including, but not limited to, corrections to the FERC Form 1.
- L. Annual True-Up Adjustment
 - 1. NEP shall submit an annual informational filing with the FERC with copies to state commissions and attorneys general in the state of any affected Customer reconciling monthly billings to Customer under this formula to data supplied from Customer's Quarterly FERC Form 1 (the "Annual True-up"). The Annual True-up will be completed no later than (3) months after Customer issues its final 4th Quarter FERC Form 1 for the calendar year which the Annual True-up relates (the "Service Year"). The Annual True-up will reconcile any differences between a recalculation of the costs for the Service Year based on actual data reported in Customer's Quarterly FERC Form 1's as compared to the monthly actual costs invoiced. The recalculation of the costs for the Service Year will be done using the average quarterly balances for all

balance sheet items used in the formula (i.e. Plant, Depreciation Reserve, Deferred Taxes). Expenses will be those Service Year expenses reported in Customer's 4th Quarter FERC Form 1.

2. The difference, if any, between the monthly actual costs invoiced to Customer during the Service Year and the annual revenue requirement based on actual FERC Form 1 data shall be reflected as an adjustment to the monthly revenue requirement calculation for the month following the month in which the Annual True-Up report is issued (the "Annual True-up Adjustment").
3. If the recalculation of costs for the Service Year using FERC Form 1 data exceeds the monthly billed amounts for the Service Year, the Annual True-up Adjustment will be an additional credit to Customer. If the monthly billed amounts for the Service Year exceed the recalculation of costs using FERC Form 1, the Annual True-up Adjustment will be a reduction to the credit to Customer. The Annual True-up Adjustment will be adjusted for interest, whether positive or negative, accrued monthly from December 31 of the Service Year to the end of the calendar month in which the Annual True-up Adjustment will be applied to a monthly billing. Interest shall accrue pursuant to the rate specified in the Commission's regulations 18 C.F.R. §35.19a.
4. Any changes to the data inputs, including but not limited to revisions to Customer's FERC Form No. 1, or as the result of any FERC proceeding to consider the Annual True-up, or as a result of the procedures set forth herein not otherwise captured as part of ongoing Billing Adjustments, shall be incorporated into the formula rate and the charges produced by the formula rate (with interest determined in accordance with 18 C.F.R. § 35.19a) in the Annual True-up for the next effective rate period.
5. In any proceeding before the FERC concerning the Annual True-up, the Company shall bear the burden, consistent with Section 205 of the Federal Power Act, of proving that it has correctly applied the terms of the formula rate. Nothing herein is intended to alter the burdens applied by the Commission with respect to prudence challenges.

M. Five-Year Forecast

The Company's annual informational filing will also provide a report containing a five year forecast of anticipated transmission capital expenditures by the Company and its Customers taking service under this Tariff that will, upon completion of projects, be included in transmission rates. The forecast will also include the estimated retail rate impacts for each of the Company's respective Customers under this Schedule III-B.

N. Audit Provisions

1. There will be an “Audit Period” that will extend from the date the informational filing is filed with FERC through December 31 of the year following the Service Year. At any time during the Audit Period, a Customer shall have the right to request an audit or conduct an inspection of the actual data used in the Annual True-Up and any and all transmission charges or credits billed by Company during the Service Year. Subject to the limitation that the Attorneys General of Massachusetts and Rhode Island do not make or receive transmission payments or refunds, they shall have the same procedural rights under this Section as a Customer. Company shall not withhold information, including PBOP information, on grounds of confidentiality, but is entitled to make such information available pursuant to a confidentiality agreement and to restrict access to non-competitive duty personnel and to other personnel as prescribed by FERC. Company is not obligated to disclose privileged information or information protected by the attorney work product doctrine. Company shall exercise all commercially reasonable efforts to provide Customer, within 10 business days, such additional information as Customer may reasonably request. To the extent requested, Company shall meet with any Customer to provide such additional information, explanation, and/or clarification regarding the Annual True-Up or any other information related to Customer billing under this Tariff during the Service Year. During the Audit Period any Customer may request that Company adjust the Annual True-up Adjustment and/or Customer bills rendered during the Service Year. Any adjustment that Company agrees to make may be reflected in the next month following such adjustment. Upon request of any Customer during the Audit Period, Company shall engage a third party independent auditor (the “Auditing Entity”) through the process described in Paragraph 4, below. The Auditing Entity shall certify that the development, accuracy and application of data, is in accordance with the provisions of this Tariff. The Auditing Entity shall provide a Certified Public Accountant’s attestation setting forth such certification (“CPA Attestation”).
2. In addition to the CPA Attestation, the Auditing Entity will provide an audit report that will specify the audit process and procedures; identify the individual auditors and their functions; and include all copies of all written communications with Company personnel, summaries of all other communications related to the audit, descriptions of all data analysis techniques used, findings and recommendations. Also, the Auditing Entity shall make available all workpapers and other documentation and materials that support the CPA Attestation.
3. Company shall engage the Auditing Entity to perform the CPA Attestation duties through a competitive bidding process, evaluating each bidder

according to cost, experience, competency and familiarity with the industry and the regulatory environment. The requesting Customer(s) shall have the right to approve the content of the Request for Proposal and Company's selection of the auditing entity, which approval shall not be unreasonably withheld. If necessary, and after good faith efforts have not resulted in the Company's obtaining an Auditing Entity to provide the CPA Attestation pursuant to this Paragraph 4, the requesting Customer(s) and the Company agree to negotiate in good faith the scope of work that may be needed to provide a CPA Attestation and to accommodate the American Institute of Certified Public Accountants Code of Professional Conduct.

4. In the event an independent audit is performed with respect to a Service Year and the Company determines that the Annual True-Up is incorrect, the Annual True-Up required by Paragraph L of this Tariff may be subsequently adjusted pursuant to the provisions of this Tariff.
5. The reasonable and prudent cost of the Auditing Entity's services and Company's reasonable and prudent costs of engaging the Auditing Entity and providing information to the Auditing Entity and the Customer shall be included as part of the transmission costs charged to the Customers under this Tariff.

Formula rate inputs for rate of return on common equity, depreciation rates and Post-Employment Benefits Other than Pensions (PBOP) shall be stated values until changed pursuant to an FPA Section 205 or 206 filing made effective by the Commission.

application under Section 205 or 206 to modify stated values for depreciation rates or PBOP expense under the formula rate shall not open review of other components of the formula rate.

Calculation of Primary Distribution Revenue Requirements

For Customer-owned distribution facilities utilized by the Company for purposes of providing wholesale transmission service, effective as of the June billing month of each year, the Company will credit each monthly bill rendered to the Customer with one-twelfth of the annual costs determined by multiplying the sum of the applicable Customer's: (i) Distribution Plant Assets; (ii) Shared Substation Assets, and; (iii) Buildings and Facilities, each as set forth in the Customer's Service Agreement, by the Primary Distribution Carrying Charge based upon previous calendar year data. The Primary Distribution Carrying Charge shall be calculated as follows for the applicable Customer:

I. The Primary Distribution System Carrying Charge shall be calculated annually based on actual calendar year data as reported in the FERC Form 1 and shall equal the sum of (A) Return and Associated Income Taxes, (B) Primary Depreciation Expense, (C) Primary Related Amortization of Loss on Reacquired Debt, (D) Primary Related Amortization of Investment Tax Credits, (E) Primary Related Municipal Tax Expense, (F) Primary Operation and Maintenance Expense, (G) Primary Related Administrative and General Expense, and (H) Primary Revenue Credit, divided by Total Primary Distribution Plant.

A. Return and Associated Income Taxes shall equal the product of the Primary Investment Base and the Cost of Capital Rate.

1. Primary Investment Base will be (a) Primary Distribution Plant, plus (b) Primary Related General Plant, plus (c) Primary Plant Held for Future Use, less (d) Primary Depreciation Reserve, less (e) Primary Related Accumulated Deferred Income Taxes, plus (f) Primary Related Loss on Reacquired Debt, plus (g) Primary Materials and Supplies, plus (h) Primary Related Prepayments, plus (i) Primary Related Cash Working Capital.

a) Primary Distribution Plant shall equal the Customer's Plant Accounts 360 to 373 multiplied by allocation factors from the Distribution Allocation Study.

b) Primary Related General Plant shall equal the Customer's Investment in General Plant excluding investment in specific buildings and facilities allocated to Company, multiplied by the Primary Wages & Salaries Allocation Factor. The Primary Wages & Salaries Allocation Factor shall equal the ratio of Total Distribution Wages & Salaries to the Total Customer's Wages & Salaries excluding A&G, multiplied by the ratio of Primary Distribution related O&M to Total Distribution O&M (Primary O&M Allocation Factor).

c) Primary Plant Held for Future Use shall equal the Customer's Account

105, multiplied by the Primary Land Allocation Factor from the Distribution Allocation Study.

d) Primary Depreciation Reserve shall equal the Customer's Depreciation Reserve multiplied by the ratio of Primary Depreciable Distribution Plant to Total Depreciable Distribution Plant (Primary Depreciable Plant Allocation Factor), plus an allocation of average General Plant Depreciation Reserve calculated by multiplying beginning and end of year General Plant Depreciation Reserve by the Primary Wages and Salaries Allocation Factor described in Section (I)(A)(1)(b) above,

e) Primary Related Accumulated Deferred Income Taxes shall equal the Total Accumulated Deferred Income Taxes, multiplied by the ratio of average Primary Plant in Service to average Total Plant in Service excluding General Plant (Primary Plant Allocation Factor).

f) Primary Related Loss on Reacquired Debt shall equal the Total Loss on Reacquired Debt, multiplied by the Primary Plant Allocation Factor described in Section (I)(A)(1)(e) above.

g) Primary Materials and Supplies shall equal the Customer's Distribution Plant Materials and Supplies, multiplied by the Primary O&M Allocation Factor as described in Section (I)(A)(1)(b) above.

h) Primary Related Prepayments shall equal the Customer's Prepayments, multiplied by the Primary Wages and Salaries Allocator described in Section (I)(A)(1)(b) above.

i) Primary Related Cash Working Capital shall be a 45 day allowance or 12.5% of Primary Operation and Maintenance Expense and Primary Related Administrative and General Expense.

2. Cost of Capital Rate will equal (a) the Customer's Weighted Cost of Capital, plus (b) Federal Income Tax, plus (e) State Income Tax.

a) The Weighted Cost of Capital will be calculated based upon the capital structure at the end of each year and will equal the sum of:

(1) the long-term debt component, which equals the product of the actual dollar weighted average embedded cost to maturity of the Customer's long-term debt then outstanding and the imputed long-term debt capitalization ratio of 45 percent.

(2) the preferred stock component, which equals the product of the actual weighted average embedded cost to maturity of the Customer's preferred stock then outstanding and the Imputed preferred stock capitalization ratio of 5 percent.

(3) the return on equity component (ROE), shall be the product of the allowed ROEs shall be 11.14% as per FERC's Order on Rehearing Issued on March 24, 2008-in FERC Docket Nos. ER04-157-004 and ER04-714-001 and Customer's imputed common equity capitalization ratio of 50%, plus any additional incentive ROE adders as may be applied to specific investment approved by the FERC in response to requests for such adders filed by NEP pursuant to Order No. 679.¹ To the extent FERC modifies ROEs as applicable to transmission assets, those Returns on Equity shall be applied to this calculation of the Transmission Revenue Requirement pursuant to a filing with FERC under Section 205 of the Federal Power Act.

b) Federal Income Tax shall equal

$$\frac{A \times FT}{1-FT}$$

where FT is the Federal Income Tax Rate and A the sum of the preferred stock component and the return on equity component determined in Section (I)(A)(2)(a)(ii) and Section (I)(A)(2)(a)(iii) above.

c) State Income Tax shall equal

$$\frac{(A + \text{Federal Income Tax}) \times ST}{1 - ST}$$

where ST is the State Income Tax Rate, A is the sum of the preferred stock component and the return on equity component determined in Section (I)(A)(2)(a)(ii) and Section (I)(A)(2)(a)(iii) above, and Federal Income Tax is Federal Income Tax as determined in Section (1)(A)(2)(b) above.

- B. Primary Depreciation Expense shall equal Customer's electric distribution-related depreciation expense as recorded in FERC Account No. 403 calculated using the depreciation rates set forth in each Customer's Service Agreement, multiplied by the Primary Depreciable Plant Allocation Factor as described in Section (I)(A)(1)(d) above, plus an allocation of General Plant Depreciation Expense calculated by multiplying General Plant Depreciation Expense by the Primary Wages and Salaries Allocation Factor described in Section (I)(A)(1)(b) above.
- C. Primary Related Amortization of Loss on Reacquired Debt shall equal the Customer's Amortization of Loss on Reacquired Debt, multiplied by the Primary Plant Allocation Factor described in Section (I)(A)(1)(e) above.
- D. Primary Related Amortization of Investment Tax Credits shall equal the Customer's Amortization of Investment Tax Credits, multiplied by the Primary Plant Allocation Factor described in Section (I)(A)(1)(e) above.
- E. Primary Related Municipal Tax Expense shall equal a pro-rata share of the Customer's total municipal taxes allocated by the Primary Plant Allocation Factor described in Section (I)(A)(1)(e) above.
- F. Primary Operation and Maintenance Expense shall be the sum of all expenses charged to FERC Account Numbers 580 through 598, allocated to Primary as indicated by the Distribution Allocation Study.
- G. Primary Related Administrative and General Expenses shall equal the Customer's Administrative and General Expenses, plus Payroll Taxes, multiplied by the Primary Wages & Salaries Allocation Factor described in Section (I)(A)(1)(b) above.
- H. Primary Related Revenue Credit shall equal Customer's Other Operating Revenues excluding any revenues from network distribution transactions, multiplied by the Primary O&M Allocation Factor as defined in (I)(A)(1)(b).

For Company-owned facilities utilized by the Customer for purposes of providing retail distribution service, effective as of the June billing month of each year, the Company will net from the Primary Distribution Revenue Requirement credit applied to each monthly bill rendered to the Customer one-twelfth of Company's annual costs determined by multiplying the sum of the Company's: (i) Transmission Assets (ii) Distribution Plant Assets; (iii) Shared Substation Assets, and; (iv) Buildings and Facilities, each as set forth in the Customer's Service Agreement, by the Annual Facilities Carrying Charge for Transmission Facilities - based upon previous calendar year data. In addition, the Company will net from the Primary Distribution Revenue Requirement credit applied to each monthly bill rendered to the Customer one-twelfth of Company's annual cost for pole and tower attachments. The Annual Facilities Charge for Transmission Facilities shall be calculated as follows:

1. The Annual Facilities Carrying Charge for Transmission Facilities shall be calculated annually based on actual calendar year data as reported in the FERC

Form 1 and shall equal the sum of (A) Return and Associated Income Taxes, (B) Transmission Related Depreciation Expense, (C) Transmission Related Amortization of Loss on Reacquired Debt, (D) Transmission Related Amortization of Investment Tax Credits, (E) Transmission Related Municipal Tax Expense, (F) Transmission Related Operation and Maintenance Expense, and (G) Transmission Related Administrative and General Expenses, divided by Total Transmission Plant.

A. Return and Associated Income Taxes shall equal the product of the Transmission Investment Base and the Cost of Capital Rate.

1. **Transmission Investment Base** will be (a) Transmission Plant, plus (b) Transmission Related General Plant, plus (c) Transmission Plant Held for Future Use, plus (d) Transmission-related Construction Work in Progress, less (e) Transmission Related Depreciation Reserve, less (f) Transmission Related Accumulated Deferred Income Taxes, plus (g) Transmission Related Loss on Reacquired Debt, plus (h) Transmission Related Materials and Supplies, less (i) Allowance for Funds Used During Construction (AFUDC) Regulatory Liability, plus (j) Transmission Related Prepayments, plus (k) Transmission Related Cash Working Capital.

a) **Transmission Plant** shall equal NEP's balance of Total Investment in Transmission Plant in FERC Accounts 350 – 359, plus NEP's Total Investment in Distribution Plant in FERC Accounts 360-369 excluding NEP's capital leases in the Hydro-Quebec DC facilities (HQ leases).

b) **Transmission Related General Plant** shall equal NEP's balance of investment in General Plant in FERC Accounts 389 to 399 excluding General Plant related to NEP's generation facilities.

c) **Transmission Plant Held for Future Use** shall equal the balance of investment in FERC account 105 excluding generation-related plant held for future use.

d) **Transmission Related Construction Work in Progress** shall equal the portion of NEP's investment in Transmission related projects as recorded in FERC Account 107 consistent with Commission Orders.

e) **Transmission Related Depreciation Reserve** shall equal the balance of Total Depreciation Reserve in FERC Account 108, excluding any generation-related depreciation reserve.

f) **Transmission Related Accumulated Deferred Income Taxes** shall equal the net of NEP's Total Accumulated Deferred Income Taxes in

FERC Accounts 281-283 and FERC Account 190, all excluding associated FAS 109 Accumulated Deferred Income Taxes and any Accumulated Deferred Income Taxes associated with pension-related regulatory assets or liabilities, and any Accumulated Deferred Taxes associated with non-utility assets or generation facilities.

g) **Transmission Related Loss on Reacquired Debt** shall equal NEP's balance of Total Loss on Reacquired Debt in FERC Account 189.

h) **Transmission Related Materials and Supplies** shall equal NEP's balance of Materials and Supplies in FERC Account 154.

i) **AFUDC Regulatory Liability** shall equal the unamortized balance of the capitalized AFUDC booked on NEP's Transmission-related projects as recorded in FERC Account 254 consistent with Commission Orders.

j) **Transmission Related Prepayments** shall equal NEP's balance of prepayments in FERC Account 165 excluding any prepayments related to NEP's ongoing generation-related activities.

k) **Transmission Related Cash Working Capital** shall be 12.5% allowance (45 days/360) of Transmission Operation and Maintenance Expense and Transmission Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate shall equal (a) NEP's Weighted Cost of Capital, plus (b) Federal Income Tax, plus (c) State Income Tax.

a) The Weighted Cost of Capital will be calculated based upon the capital structure at the end of each year and will equal the sum of:

(1) the long-term debt component, which equals the product of the actual dollar weighted average embedded cost to maturity of NEP's long-term debt then outstanding and the imputed long-term debt capitalization ratio of 45 percent.

(2) the preferred stock component, which equals the product of the actual weighted average embedded cost to maturity of NEP's preferred stock then outstanding and the imputed preferred stock capitalization ratio of 5 percent.

(3) the return on equity component (ROE) shall be the product of 11.14% as per FERC's Order on Rehearing issued on March 24, 2008 in FERC Docket Nos. ER04-157-004 and ER04-714-001 and NEP's imputed common equity capitalization ratio of 50%, To the

extent FERC modifies ROEs as applicable to transmission assets, those Returns on Equity shall be applied to this calculation of the Transmission Revenue Requirement pursuant to the filing with FERC under Section 205 of the Federal Power Act.

b) Federal Income Tax shall equal

$$\frac{A \times FT}{1 - FT}$$

Where FT is the Federal Income Tax Rate and A is the sum of the preferred stock component and the return on equity component determined in Section (I)(A)(2)(a)(ii) and Section (I)(A)(2)(a)(iii) above.

c) State Income Tax shall equal

$$\frac{(A + \text{Federal Income Tax}) \times ST}{1 - ST}$$

Where ST is the State Income Tax Rate, A is the sum of the preferred stock component and the return on equity component determined in Section (I)(A)(2)(a)(ii) and Section (I)(A)(2)(a)(iii) above, and the Federal Income Tax is Federal Income Tax as determined in Section (I)(A)(2)(b) above.

B. Transmission Related Depreciation Expense shall equal the Depreciation Expense in FERC Account 403 associated with Transmission Plant, Transmission Related General Plant and Transmission Plant Held for Future Use as described in Sections (I)(A)(1)(a), (b) and (c), less the amortization of AFUDC Regulatory Liability as recorded in FERC Account 407.3.

C. Transmission Related Amortization of Loss on Reacquired Debt shall equal NEP's amortization of the balance on Loss on Reacquired Debt recorded in FERC Account 428.1.

D. Transmission Related Amortization of Investment Tax Credits shall equal the amortization of Investment Tax Credits recorded in FERC Account 411.4, excluding any ITC credits specifically identified as generation-related.

E. Transmission Related Municipal Tax Expense shall equal NEP's total municipal tax expense recorded in FERC Account 408.1 excluding specifically identified generation-related municipal taxes or payments in lieu of such generation-related municipal taxes.

F. Transmission Operation and Maintenance Expense shall equal all expenses

charged to FERC Account Numbers 560 through 598. Account Number 565, Transmission by Others, shall only include those expenses in support of facilities that are integrated with NEP's Transmission System or other transmission systems.

G. Transmission Related Administrative and General Expenses shall equal NEP's Administrative and General Expenses recorded in FERC Accounts 920-935, less production-related Administrative and General Expenses associated with joint-owned production units, plus Payroll Taxes.

The Company's rate for tower attachments is \$49.28 per tower. The Company's rate for pole attachments is \$253.27 per pole. The annual cost for the Customer to attach to the Company's towers and poles will be the product of the respective rate multiplied by the number of respective attachments as specified in the Customer's Service Agreement.

The Customer shall afford to the Company the opportunity at any time to make such reasonable examination of the Customer's books and records as the Company may request for the purpose of verifying the basis for calculation of the foregoing monthly credits.

The foregoing credits shall be reviewed annually and upon substantial addition, modification or retirement of the Customer's generating and transmission facilities or other substantial change in circumstances, any changes therein shall be reflected in a revised Service Agreement.

C.

If the Service Agreement is amended by mutual consent of the parties, the terms of the agreement as so amended shall be applicable to the Customer's service on and after the effective date specified therein. If no such amendment has been executed prior to the date specified in the Customer's notice, the Customer may at its election terminate the Service Agreement forthwith or upon such date within the following twelve months as it may specify to the Company in writing.

D. Amendments.

The Company reserves the right to amend the foregoing terms and conditions in the manner set forth in its General Terms and Conditions governing primary service for resale.

NEW ENGLAND POWER COMPANY

Schedule III-C

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NEW ENGLAND POWER COMPANY

Primary Service for Resale
and Transmission Service
for Partial Requirements Customers

FORM OF SERVICE AGREEMENT

Dated:

Parties: NEW ENGLAND POWER COMPANY
A Massachusetts corporation (the "Company")

20 Turnpike Road
Westborough, Massachusetts 01581

and

(the "Customer")

1. Scope of Service Agreement. The Company agrees to sell and transmit and the Customer agrees to buy Primary Service for Resale on the terms set forth in the following Schedules as in effect from time to time:

- | | |
|--------------|--|
| Schedule I | - General Terms and Conditions |
| Schedule II | - Rate Provisions |
| Schedule III | - Terms and Conditions Governing Service |

These Schedules and Appendix A to this Service Agreement are expressly included as part of this Agreement.

2. Prior agreements. As of the date of commencement of service hereunder, this Service Agreement shall supersede and cancel all prior contracts between the parties for the type(s) of service specified herein with the following exceptions:

WITNESS the corporate names of the parties, by their proper officers thereunto duly authorized, as of the date first above written.

Executed in duplicate.

NEW ENGLAND POWER COMPANY

By _____
Vice-President

APPENDIX A

NEW ENGLAND POWER COMPANY

Primary Service for Resale
and
Transmission Service for Partial Requirements Customers

1. Name of Customer:
2. Name of District:
3. Service Under:
4. Electric Utilities Served by the Customer
as of the date of the Service Agreement:
(Schedule I - Paragraph D)
5. Electricity Purchased from Commercial
and Industrial Establishments by the
Customer as of the date of the Service
Agreement:
(Schedule I - Paragraph D)
6. Variations from Standard Delivery and
Metering:
(Schedule I - Paragraph G, 5)
7. Entitlements:
 - A. On Customer System
(Schedule III-C - Paragraph C.2.(a))
 - B. Off Customer System
(Schedule III-C - Paragraph C.2.(b))
8. Customer Generation excluded from

Firm Capacity Calculation:

(Schedule III-C - Paragraph C.3.c)

9. Firm Capacity:

(Schedule III-C - Paragraph C.3.c)

10. Integrated Generating, Transmission
 and Facilities Credits Payable by

Company:

(Schedule III-B - Paragraph B.4.b)

11. Primary Service for Resale:

<u>Delivery</u>	<u>Delivery</u>	<u>Metering</u>	<u>Metering</u>	<u>Metering</u>	<u>Delivery</u>
<u>Points</u>	<u>Pressure</u>	<u>Points</u>	<u>Pressure</u>	<u>Adjustments</u>	<u>Adjustments</u>
	<u>KV</u>		<u>KV</u>		
	<u>(Nominal)</u>		<u>(Nominal)</u>		

12. Minimum Demand KW: None

13. Minimum Term: None

14. Transmission Service for Partial Requirements Customers:

<u>Transmission</u>	<u>KV</u>	<u>Subtransmission</u>	<u>KV</u>
<u>Delivery Point(s)</u>	<u>(Nominal)</u>	<u>Delivery Point(s)</u>	<u>(Nominal)</u>

NEW ENGLAND POWER COMPANY

Market-Based Sales Tariff

1. Availability: New England Power Company (“NEP”) shall make available from time to time electric energy and/or capacity for sale under this Tariff. The sale of electric energy and/or capacity shall be made at NEP’s sole discretion.
2. Applicability: This Tariff is applicable to all FERC-jurisdictional sales of electric energy or capacity by NEP not otherwise subject to a particular Federal Energy Regulatory Commission (“FERC” or the “Commission”) rate schedule or tariff of NEP.
3. Rates: All sales under this Tariff shall be made at rates established by agreement between the purchaser and NEP or established pursuant to market rules or tariff provisions accepted by the FERC.
4. Other Terms and Conditions: All other terms and conditions shall be established by agreement between the purchaser and NEP.
5. Effective Date: This Tariff is effective on the date authorized by FERC.
6. Changes in Rates, Terms and Conditions. Nothing herein affects the right of NEP to unilaterally make application to the FERC for a change of rates, terms or conditions of this Tariff pursuant to Section 205 of the Federal Power Act and regulations thereunder.
7. Compliance with Commission Regulations: NEP shall comply with the provisions of 18 C.F.R. Part 35, Subpart H, as applicable, and with any conditions the Commission imposes in its orders concerning NEP’s market-based rate authority, including orders in which the Commission authorizes NEP to engage in affiliate sales under this Tariff or otherwise restricts or limits NEP’s market-based rate authority. Failure to comply with the applicable provisions of 18 C.F.R. Part 35, Subpart H, and with any orders of the Commission concerning NEP’s market-based rate authority, will constitute a violation of this Tariff.
8. Limitations and Exemptions Regarding Market-Based Rate Authority: N/A
9. Seller Category: NEP is a Category 2 seller in the Northeast region, as defined in 18 CFR 35.36(a). NEP is a Category 1 seller in the Central, Northwest, Southeast, Southwest, and Southwest Power Pool regions, as defined in 18 CFR 35.36(a).