

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

KEYSPAN ELECTRIC SERVICES, LLC

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

KEYSPAN GENERATION LLC

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

KEYSPAN ENGINEERING & SURVEY, INC.

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

KEYSPAN UTILITY SERVICES LLC

By: Richard A. Rapp, Jr.
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.