

AMENDED AND RESTATED
TRANSITION SERVICES AGREEMENT

This Amended and Restated Transition Services Agreement is dated as of July 3, 2012 (this "Agreement"), between National Grid USA, a Delaware corporation (the "Seller"), and Granite State Electric Company, a New Hampshire corporation (the "Company"), (collectively, the "Parties").

R E C I T A L S:

WHEREAS, the Seller and Liberty Energy Utilities Co., a Delaware corporation (the "Buyer"), are parties to the Stock Purchase Agreement, entered into on December 8, 2010 and amended and restated January 21, 2011 (the "Purchase Agreement"), relating to the purchase and sale of all the outstanding Shares (as defined in the Purchase Agreement) of the Company;

WHEREAS, the Purchase Agreement provides that the Seller will, and the Buyer will cause the Company to, enter into this Agreement whereby the Seller, or its Affiliates (as defined in the Purchase Agreement), will provide Services (as defined herein) to the Company during the Transition Period (as defined herein);

WHEREAS, the Company and the Seller are parties to the Transition Services Agreement, dated as of March 2, 2011 (the "Original TSA Agreement"); and

WHEREAS, the Seller and the Buyer desire to amend and restate the Original TSA Agreement in its entirety upon the terms set forth herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1
DEFINITIONS

For the purposes of this Agreement, the following terms will have the definitions hereinafter specified. All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

1.1 "Service" or "Services" shall mean those services listed and described on Schedule A attached to this Agreement to be provided pursuant to the terms and in the manner described herein.

1.2 "Transition Period" shall mean, with respect to each Service, the period beginning on the Closing Date and continuing for such term as indicated on Schedule A to this Agreement; it being understood that the Company shall use reasonable best efforts to terminate each Service as soon as reasonably practicable.

SECTION 2 SERVICES

2.1 Transition Services.

- (a) During the applicable Transition Period, the Seller agrees to provide, or cause its Affiliates to provide, to the Company all of the Services set forth on Schedule A to this Agreement.
- (b) The Services will be provided in accordance with the terms, limitations and conditions set forth herein and on Schedule A to this Agreement.
- (c) The Parties may, in writing, mutually agree to modify, reduce or increase the scope of any Services at any time. It is further agreed that the Parties will work in good faith prior to the Closing Date to supplement and refine the descriptions of the Services in Schedule A, which may include a detailed list of operating procedures for certain of the Services, and that Schedule A may be modified upon written agreement of the Parties to include such additional detail.

2.2 Quality of Services. The Seller or its Affiliates shall provide the Services to the Company in accordance with their respective past practices and standards for the provision of such Service or Services.

2.3 Representatives. Each Party designates (and from time to time may replace) one or more representatives to act for and on behalf of such Party on matters concerning this Agreement or the Services, as set forth on Schedule A to this Agreement. Each Party shall promptly notify the other Party in writing of any subsequent replacement of any of such representatives of such Party.

2.4 Data. The Seller or its Affiliates will maintain such data and information regarding the Services that is required to be maintained pursuant to Schedule A or by applicable Law or as is otherwise customarily retained in connection with the applicable Services. The Company will own all such data and information relating solely to the Services; provided that the Seller and its Affiliates shall at all times have the right to retain a copy of all such data and information and to use such data and information for all purposes related to the Services. Upon the expiration or termination of the provision of any particular Services the data and information maintained by the Seller or its Affiliates in connection therewith will be provided to the Company in hardcopy or, at the Company's option, in the electronic format in which it is maintained by the Seller or its Affiliates; provided, that at the Company's sole expense, the Seller will reasonably cooperate with the Company in connection with any conversion of such data and information into any other format requested by the Company.

2.5 Personal Information. Each Party agrees that it and its Affiliates, in the provision or receipt of any Services hereunder, will comply with all applicable Laws governing the collection, accessibility, use, maintenance, disclosure, protection or transmission of personal, health, or other information regarding identifiable persons that is the subject of such Laws.

SECTION 3 PAYMENT

3.1 Payment.

(a) In consideration for receiving the Services, the Company will pay to the Seller or its Affiliates, as applicable, for each calendar month during which any Services are provided to the Company, an amount equal to the total of (i) the Allocated Costs (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; (ii) the Direct Charges (as defined in Schedule A to this Agreement) associated with providing each such Service as described in Schedule A to this Agreement, if applicable; and (iii) all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing each such Service (including, but not limited to, airfare, lodging, meals, mileage, parking and ground transportation) (together, the "Monthly Payment"). The Monthly Payment for the calendar month in which the Closing occurs will be prorated for the number of days of Services received in such calendar month (based on a thirty (30)-day month). The Parties agree that the Monthly Payment constitutes a reasonable approximation of the actual costs incurred by Seller to provide the Services for which payment is made.

(b) Except as otherwise provided herein, statements will be rendered each month by the Seller or its Affiliates, as applicable, to the Company for Services delivered during the preceding month and all reasonable and documented expenses incurred by the Seller or its Affiliates, as applicable, in providing such Services (the "Monthly Statement"). Such Monthly Statements will be substantiated by supporting information to the extent available and will itemize in reasonable detail the basis for such Monthly Statement. Each Monthly Statement will be payable to the Seller, or its Affiliates, as the case may be, in cash twenty (20) days after the invoice date of such Monthly Statement. Any overdue payment will bear interest at twelve percent (12%) per annum until paid.

(c) No amounts due hereunder from the Company to the Seller or its Affiliates may or will be offset or held in escrow by the Company against amounts due or allegedly due from the Seller or its Affiliates to Buyer or its Affiliates pursuant to the Purchase Agreement or any other documents delivered in connection with the transactions contemplated by the Purchase Agreement.

(d) The Company will pay and be responsible for all sales, service, value-added, use, excise, consumption, and other similar taxes (but excluding any withholding taxes or other net income or franchise taxes that are assessed or imposed against the Seller or its Affiliates) and duties that are assessed or imposed against the Seller or its Affiliates on the provision of Services as a whole, or of any particular Service, pursuant to the terms of this Agreement. Any and all payments by or on account of any obligation of the Company hereunder will be made free and clear of, and without deduction for, any and all present or future taxes, including deductions, charges or withholdings imposed by any Governmental Authority.

(e) Disputes. If the Company disputes in good faith any amount billed by the Seller in any Monthly Statement, the Company shall pay that portion of the billed amount which is not in dispute and shall, on or prior to the date such billed amount is due, give written notice to the Seller indicating the portion of the billed amount that is being disputed and providing a summary statement of its objections. Within ten (10) days thereafter, Company shall give the Seller a written statement providing all reasons then known to Company for its objection to or disagreement with such amount ("Objection"). If Company and the Seller are not able to resolve such dispute within ten (10) days after Company's Objection, either party may refer such dispute for complaint escalation as described in Schedule A.

SECTION 4

TERM

4.1 General. Each Service will commence on the Closing Date, and will continue for the applicable Transition Period; provided, however, that the Company may terminate this Agreement, or any Service or Services provided hereunder by the Seller or its Affiliates upon thirty (30) days prior written notice.

4.2 Amounts Due. In the event of a termination of this Agreement, all outstanding amounts due from the Company under Section 3.1, up through and including the date of termination, will become due and payable to the Seller or its Affiliates, as applicable. The fee for any terminated Service will be prorated for the number of days of Service received in the calendar month (based on a thirty (30)-day month) in which the Service is terminated.

4.3 Survival. Sections 3.1, 4.2, 4.3 and 6.2 through and including 6.14 and Section 5 hereof shall survive the expiration or other termination of this Agreement.

4.4 Effectiveness. Notwithstanding anything else in this Agreement to the contrary, this Agreement shall not become effective unless and until the transactions contemplated by the Purchase Agreement have been consummated in accordance with the terms of the Purchase Agreement and the Closing Date has occurred. If the Purchase Agreement is terminated prior to the consummation of the transactions contemplated thereunder, this Agreement shall automatically be deemed invalid and of no further force and effect.

SECTION 5

LIABILITIES; INDEMNIFICATION

5.1 Consequential and Other Damages. Neither the Seller nor any of its Affiliates will be liable, whether in contract, in tort or otherwise, for any punitive, special, indirect, incidental, liquidated or consequential damages whatsoever, which in any way arise out of, relate to, or are a consequence of, its performance or nonperformance hereunder, or the provision of or failure to provide any Service hereunder.

5.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE SELLER NOR ANY OF ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HERewith, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR BREACH HEREOF, OR FROM THE SALE, DELIVERY, PROVISION OR USE OF ANY SERVICE OR DOCUMENTATION OR DATA PROVIDED UNDER OR COVERED BY THIS AGREEMENT EXCEPT IN THE EVENT OF THE SELLER'S OR ANY OF ITS AFFILIATE'S, AS THE CASE MAY BE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THIS AGREEMENT, IN WHICH CASE THE AGGREGATE LIABILITY OF THE SELLER AND ITS AFFILIATES SHALL BE LIMITED TO THE SUM OF ALL FEES RECEIVED BY SUCH PARTIES FOR SERVICES UNDER THIS AGREEMENT.

5.3 Indemnification. The Company will indemnify and hold harmless the Seller and its Affiliates for any Liability that is incurred by the Seller or its Affiliates, as the case may be, under this Agreement, except solely to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement. The Seller will indemnify and hold harmless the Company and its Affiliates for any Liability that is incurred by the Company or its Affiliates, as the case may be, to the extent such Liability is the direct result of either the Seller's or any of its Affiliate's, as the case may be, gross negligence or willful misconduct in connection with this Agreement.

SECTION 6 GENERAL PROVISIONS

6.1 Access. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have access to any information or records kept by the Company or its Affiliates for the purposes of the delivery of such Service under this Agreement. During the Transition Period applicable to any Service, the Seller or its Affiliates, as the case may be, will have the right of reasonable ingress to and egress from the Company's premises, during regular business hours and upon reasonable prior notice, for purposes specifically connected with the delivery of such Service hereunder.

6.2 Confidentiality. All confidential or proprietary information provided by the Parties pursuant to the terms of this Agreement will be kept confidential and will not be disclosed or otherwise disseminated to any other Person, whether orally or in writing, at any time. Notwithstanding the foregoing, confidential and proprietary information shall not include information that is or becomes publicly available other than as a result of any act or omission by the disclosing Party or its Representatives, information that was available to the disclosing Party and its Representatives on a non-confidential basis prior to its disclosure hereunder and information which becomes available to the disclosing Party and its Representatives on a non-confidential basis from a source that is not, to the disclosing Party's knowledge, subject to a confidentiality agreement with respect to such information. Not more than fifteen (15) days after the expiration or termination of this Agreement, the Parties shall return or destroy and confirm the destruction of all confidential or proprietary information provided pursuant to the terms of this Agreement, including all copies and extracts thereof, in whatever form, in their respective possession or under their respective control.

6.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received if delivered personally, (b) when sent, if sent by facsimile (provided that the sender receives confirmation of successful transmission) and (c) when received, if sent by overnight courier service or when mailed by certified or registered mail, return receipt requested, with postage prepaid to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Company to:

Liberty Energy Utilities Co.
2845 Bristol Circle
Oakville, Ontario
Canada L6H 7H7
Attention: General Counsel
Facsimile: (905) 465-4514

with copies to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: James G. Goettsch, Esq.
Facsimile: (816) 983-8080

If to the Seller, or any of its Affiliates, to:

National Grid USA
40 Sylvan Road
Waltham, Massachusetts 02451
Attention: John G. Cochrane, Executive Vice President
Colin Owyang, Senior Vice President and General Counsel
Facsimile: (781) 907-5772
(781) 907-5701

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Sheldon S. Adler, Esq.
Facsimile: (212) 735-2000

6.4 Relationship between Parties. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

The Seller, or its Affiliates, as the case may be, shall provide the Services hereunder in the capacity of an independent contractor and not as an employee or agent of the Company or its Affiliates.

6.5 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party, including by operation of law, without the prior written consent of the other Party and, subject to the preceding clause, this Agreement and all the provisions hereof shall be binding upon and shall inure solely to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that the Company may assign its rights and delegate its duties under this Agreement to an Affiliate of the Company without the consent of (but with prior written notice to) the Seller if (a) the assignee shall assume in writing all of the Company's obligations hereunder and (b) the Company shall not be released from any of its obligations hereunder by reason of such assignment. Notwithstanding the foregoing, the Parties acknowledge that the Seller may delegate the performance of any Services to be provided under this Agreement to one or more of its Affiliates that normally performs such Services and that the Company may designate one or more of its Affiliates that is engaged in the conduct of the business of the Company to receive any or all of the Services; provided, however, that the Seller and the Company will each remain fully responsible for compliance with the terms of this Agreement the same as if such delegation or designation were not effected.

6.6 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (regardless of the Laws that might otherwise govern under applicable New York principles of conflicts of Laws) as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) All judicial actions or proceedings brought against the Parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought exclusively in any courts of the United States of America for the Southern District of New York. By executing and delivering this Agreement, the Parties irrevocably: (i) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (ii) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (i) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (iii) agree that service of all process in any such action or proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 6.3; and (iv) agree that service as provided in clause (iii) above is sufficient to confer personal jurisdiction over such Party in any such action or proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(c) THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING

OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENT DELIVERED IN CONNECTION HERewith TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS AGREEMENT AND EACH SUCH OTHER DOCUMENT.

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

6.8 Headings. The insertion of headings is for convenience of reference only and does not affect, and will not be utilized in construing or interpreting, this Agreement.

6.9 Entire Agreement. This Agreement and Schedule A hereto embody the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties with respect to such subject matter.

6.10 Purchase Agreement Controls. To the extent that any of the terms of this Agreement, including Schedule A hereto, conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing herein shall be construed as an amendment or waiver of the rights and obligations of the Parties under the Purchase Agreement.

6.11 Interpretation.

(a) When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section or Schedule of or to this Agreement unless otherwise indicated.

(b) The word "including" or any variation thereof means "including, without limitation" and does not limit any general statement that it follows to the specific or similar items or matters immediately following it.

(c) The words "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement (including Schedule A hereto) as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(d) The meaning of defined terms in this Agreement applies to both the singular and the plural of those terms.

(e) Any reference in this Agreement to "dollars" or "\$" means U.S. dollars.

(f) This Agreement was prepared jointly by the Parties and no rule that it be construed against the drafter will have any application in its construction or interpretation.

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

6.13 No Third Party Beneficiaries. This Agreement is not intended to confer on any Person except the Parties any rights or remedies hereunder. Without limiting the generality of the foregoing, no provision of this Agreement will create any third-party beneficiary rights in any Person, except that each of the Seller and its Affiliates shall have the right to enforce the obligations of the Company solely with respect to Section 5.3 hereof, and each of the Company and its Affiliates shall have the right to enforce the obligations of the Seller solely with respect to Section 5.3 hereof.

6.14 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

NATIONAL GRID USA

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

GRANITE STATE ELECTRIC COMPANY

By: _____
Name:
Title

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

NATIONAL GRID USA

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

GRANITE STATE ELECTRIC COMPANY

By: _____
Name: Ian Robertson
Title: Chairman