

Amendment No. 1

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

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

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

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

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

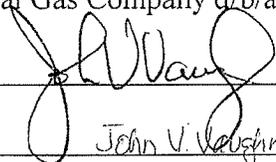
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

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

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

Colonial Gas Company d/b/a National Grid

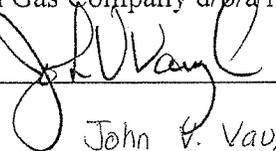
By:  *CRC ya*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

Boston Gas Company d/b/a National Grid

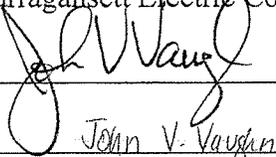
By:  *CRC ya*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

The Narragansett Electric Company d/b/a National Grid

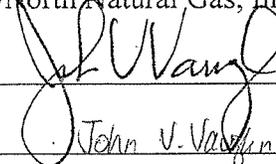
By:  *CRC ya*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

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

By:  *CRC ya*

Print: John V. Vaughn

Title: Authorized Signatory

Date: December 7, 2011

Amendment ID # 2095
LTO CONTRACT ID # 3075

 ORIGINAL

AGREEMENT

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

RECITALS

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

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

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

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

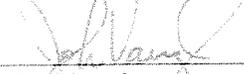
ARTICLE I

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

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

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

Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

AC
FF

Date: _____

Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

AC
FF

Date: _____

The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory

AC
FF

Date: _____

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



John Vaughn
Authorized Signatory

AC
FF

Date: _____