

**FIRST AMENDMENT
TO
NATIONAL GRID ENGINEERING & SURVEY INC.
SERVICE AGREEMENT**

Dated as of May 16, 2019
("Amendment Effective Date")

Reference is made to that certain Service Agreement dated as of November 5, 2012 by and between National Grid Engineering & Survey Inc., a New York corporation, and each of the affiliated companies that are a party thereto (the "Agreement"). Unless otherwise defined herein, all capitalized terms in this First Amendment to National Grid Engineering & Survey Inc. Service Agreement ("First Amendment") shall have the meanings set forth in the Agreement.

WHEREAS, the Parties have determined to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees as follows:

1. Section 4.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

"4.4 Partial Execution; Additional Client Companies. This Agreement shall become effective between Service Company and each Client Company that delivers an executed counterpart of this Agreement as of the Effective Date (without regard to whether any or all other entities listed on the signature pages below have executed this Agreement by the Effective Date). After the Effective Date, any new or existing Affiliate of National Grid USA may become an additional Client Company under this Agreement by executing and delivering to Service Company a counterpart of this Agreement or an Accession (such Accession to be substantially in the form attached hereto as Exhibit II); and this Agreement shall be effective with respect to each such additional Client Company from and after the execution date of such counterpart or Accession. The term "Affiliate" as used in this Section shall include National Grid North America Inc., as National Grid USA's direct parent, and any person or entity directly or indirectly controlling, controlled by, or under common control with, National Grid North America Inc.; "control" of a person or entity shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or entity."

2. Except as specifically amended above, the Agreement shall remain in full force and effect in accordance with its terms, is hereby ratified and confirmed, and shall govern the rights and obligations of the Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.
3. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.
4. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

[Signatures are on following page.]

IN WITNESS WHEREOF, all of the current Parties to the Agreement have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the Amendment Effective Date.

National Grid Engineering & Survey Inc.

By: 

Name: Charles V. DeRosa
Title: Vice President

National Grid USA Service Company, Inc.

By: _____

Name: David H. Campbell
Title: Vice President

KeySpan Plumbing Solutions, Inc.
Metro Energy L.L.C.
National Grid Energy Management LLC
National Grid Energy Services LLC
National Grid IGTS Corp.
National Grid Millennium LLC
North East Transmission Co., Inc.

By: _____

Name: Francine Kollydas
Title: Treasurer

Boston Gas Company
Colonial Gas Company
KeySpan Gas East Corporation
Massachusetts Electric Company
Nantucket Electric Company
National Grid Generation LLC
National Grid Glenwood Energy Center LLC
National Grid LNG LLC (formerly, National Grid LNG LP)
National Grid Port Jefferson Energy Center LLC
New England Electric Transmission Corporation
New England Hydro-Transmission Corporation
New England Hydro-Transmission Electric Company, Inc.
New England Power Company

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**KeySpan Plumbing Solutions, Inc.
Metro Energy L.L.C.
National Grid Energy Management LLC
National Grid Energy Services LLC
National Grid IGTS Corp.
National Grid Millennium LLC
North East Transmission Co., Inc.**

By: _____
Name: Francine Kollydas
Title: Treasurer

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Colonial Gas Company
KeySpan Gas East Corporation
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New England Hydro-Transmission Corporation
New England Hydro-Transmission Electric Company, Inc.
New England Power Company

**Niagara Mohawk Power Corporation
The Brooklyn Union Gas Company
The Narragansett Electric Company**

By: David H. Campbell
Name: David H. Campbell
Title: Vice President and Treasurer


**KeySpan Energy Development Co.
KeySpan Energy Services Inc.
KeySpan International Corporation
KSI Contracting, LLC
KSI Electrical, LLC
KSI Mechanical, LLC
Metrowest Realty LLC
National Grid Development Holdings Corp.
National Grid Electric Services LLC
National Grid Energy Trading Services LLC
National Grid LNG LP LLC
National Grid LNG GP LLC
National Grid Services Inc.
National Grid Transmission Services Corporation
Transgas Inc.
Valley Appliance and Merchandising Company
Wayfinder Group, Inc.**

By: _____
Name: Charles V. DeRosa
Title: Vice President

**Niagara Mohawk Power Corporation
The Brooklyn Union Gas Company
The Narragansett Electric Company**

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