

Service Agreement For
Local Network Service

THIS AGREEMENT is made this 1 day of July, 2014, by and between Fitchburg Gas and Electric Light Company (hereinafter called "the Transmission Provider") and Keolis Commuter Services, (hereinafter called "the Transmission Customer").

WHEREAS the Transmission Provider and the Transmission Customer wish to assign the April 17, 2000 Service Agreement between the Transmission Provider and the Massachusetts Bay Transportation Authority to the Transmission Customer;

WHEREAS section 3 of the April 17, 2000 Service Agreement requires the Transmission Provider and the assignee, in this case Keolis Commuter Services, to enter into a new Service Agreement;

WHEREAS conforming changes have been made to the language of the April 17, 2000 Service Agreement to account for ISO New England, Inc's ("ISO") assumption of NEPOOL's functions, including the removal of the Network Operating Agreement from the April 17, 2000 Service Agreement because the current Service Agreement shall be subject to the terms of the ISO Transmission, Markets and Services Tariff (the "Tariff");

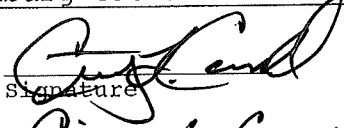
THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. The Tariff is incorporated herein and made a part hereof. Capitalized terms used in this Service Agreement shall have the meanings ascribed in the Tariff.
2. The Transmission Provider agrees to furnish, and the Transmission Customer agrees to take and pay for, Local Network Service pursuant to the Tariff, as modified from time to time. Nothing contained herein shall be construed as affecting in any way the Transmission Provider's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Transmission Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
3. Specifications for service under this Service Agreement shall be agreed to by the Transmission Provider and the Transmission Customer.

4. Assignment of this Service Agreement shall not relieve the Transmission Customer of any obligations under this Service Agreement, unless and until the assignee executes a new Service Agreement with the Transmission Provider.
5. This Service Agreement is subject to any present and future state and federal laws, regulations, orders or other duly promulgated requirements.
6. This Service Agreement shall become effective on July 1, 2014, and shall continue in effect thereafter until July 1, 2020, with a one-year automatic renewal each year unless terminated by either party by written notice 60 days prior to the date of automatic renewal.

IN WITNESS HEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Fitchburg Gas and Electric Light Company:

By:  7/3/2014
Signature Date
Cindy L. Carroll Director, C.E.S.
Name Title
(An Authorized Representative)

Keolis Commuter Services:
Transmission Customer

By: _____
Signature

03/07/2014
Date

Benjamin Vautrin
Name
(An Authorized Representative)

Chief Financial Officer
Title

Addendum to Service Agreement For Local Network
Service ("Addendum to Service Agreement")

The Transmission Customer and Transmission Provider
hereto agree as follows:


- 1) As provided for in SCHEDULE 9 - Distribution Adder Under Open Access Transmission Tariff, the charges for compensation for the Transmission Customer's use of the Transmission Provider's distribution facilities shall be equal to the "Distribution Charge" contained in Rate Schedule GD-3, Large General Delivery Service, of Schedule GD of the Transmission Provider's retail electric tariff on file with and approved by the Massachusetts Department of Public Utilities, as such Distribution Charges, or their successors, may lawfully change from time to time. The Distribution Charge in effect at the time the parties entered into this addendum was \$5.73 per kVa, \$0.01589 per kWh for all kWh (On Peak Hours) and \$0.00356 per kWh for all kWh (Off Peak Hours). Except as provided for in the next sentence, no other charges included in Rate Schedule GD-3 shall be assessed against the Customer. The distribution charge shall be adjusted to reflect the Metering

and Credit for Transformer Ownership provisions of
FG&E's General Delivery Service Tariff.

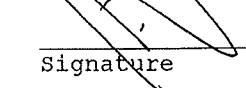
- 2) The Transmission Provider agrees to provide its
retail electric tariff to the Transmission Customer
upon request.
- 3) The effectiveness of this Addendum to Service
Agreement shall coincide with the effectiveness of
the Service Agreement.

IN WITNESS HEREOF, the Parties have caused this
Addendum to Service Agreement to be executed by their
respective authorized officials.

Fitchburg Gas and Electric Light Company:

By:  7/3/2014
Signature Date
Cheryl L. Carroll Director, C.E.S.
Name Title
(An Authorized Representative)

Keolis Commuter Services:
Transmission Customer

By:  03/07/2014
Signature Date
Benjamin Vautsin Chief Financial Officer
Name Title
(An Authorized Representative)