

**BILLING SERVICES,
PURCHASE OF ACCOUNTS RECEIVABLES AND
ASSIGNMENT AGREEMENT**

***KEYSPAN GAS EAST CORPORATION D/B/A
NATIONAL GRID***

This Billing Services, Purchase of Accounts Receivables, and Assignment Agreement ("Agreement") is made as of this _____ day of _____, 20____, by and between **KeySpan Gas East Corporation d/b/a National Grid**, a New York corporation, having its principal office at 175 Old Country Road, Hicksville, NY 11801 ("Company"), and _____, a _____, having its principal place of business at _____ ("ESCO"). (Company and ESCO are hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party").

WHEREAS, in accordance with the New York State Public Service Commission ("PSC") December 21, 2007 Order in Cases 06-G-1185 and 06-G-1186, Company is implementing a Purchase of Accounts Receivable Program ("Program") pursuant to which, inter alia, (a) ESCO will sell and Company will purchase, without recourse, all of ESCO's accounts receivable arising from ESCO's sales of natural gas to ESCO Customers (as defined herein) occurring on or after the date of this Agreement ("New ESCO Accounts Receivable") and (b) ESCO will sell and Company will purchase, without recourse, ESCO's accounts receivable arising from ESCO's sales of natural gas to ESCO Customers prior to the date of this Agreement, provided that the ESCO Gas Charges (as defined herein) arising from such gas sales appeared on a Consolidated Bill (as defined herein) prior to the date of this Agreement ("Aging ESCO Accounts Receivable"). (The "New ESCO Accounts Receivable" and "Aging ESCO Accounts Receivable" are sometimes referred to collectively herein as "ESCO Accounts Receivable"). ("ESCO Customers" means ESCO's customers in Eligible Service Classifications located in Company's service territory who are purchasing natural gas at retail from ESCOs; the "Eligible Service Classifications" are set forth in Appendices A-1 and A-2 hereto, as applicable);

WHEREAS, the terms and conditions of the Program are reflected in this Agreement and, where applicable, the Company tariffs ("Tariff(s)") on file with the PSC, specifically P.S.C. No. 12 – Gas (KEDNY) or P.S.C. No. 1 - Gas (KEDLI), as the same may be amended from time to time;

WHEREAS, ESCO has been authorized by the PSC to act as an energy services company in the State of New York and is in compliance with all applicable laws, the PSC's Uniform Business Practices ("UBP"), and all applicable PSC rules, regulations, and PSC orders relating to ESCO qualification or obligations, each as may be amended from time to time (collectively, "Applicable Law"), and all Tariff provisions (including Company's SC-19 Transportation Aggregation Service Agreement and the SC-8 Seller Service Agreement and any subsequently effective Tariffs that may apply), each as may be amended from time to time ("Company Requirements") relating to the sale of natural gas by energy service companies in Company's service territory; and

WHEREAS, as a condition to Company purchasing ESCO Accounts Receivable, ESCO must participate in Company's consolidated billing program and have Company include ESCO's charges for its sale of natural gas at retail to ESCO Customers, plus all applicable taxes, including without limitation sales taxes ("ESCO Gas Charges"), on a single consolidated Company bill that will also include, inter alia, Company's charges for its natural gas transportation service to ESCO Customers ("Company Transportation Charges"), all subject to the terms and conditions of this Agreement, all Applicable Law, and all Company Requirements ("Consolidated Bill(s)" or "Consolidated Billing");

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, Company and ESCO, intending to be legally bound, hereby covenant, promise and agree as follows:

1. TERMS AND CONDITIONS

Company shall administer the Program in accordance with the terms and conditions set forth in Appendix A to this Agreement ("Terms and Conditions"). ESCO wishes to participate in Company's Program and shall comply with the Terms and Conditions. The Terms and Conditions are by this reference incorporated in and made a part of this Agreement. This Agreement and the Terms and Conditions, and the documents referenced in this Agreement and in the Terms and Conditions, including but not limited to the appendices, shall be read as one and shall constitute the entire agreement between the Parties with respect to the Program.

2. NOTICES

Any notice to be provided pursuant to the terms of this Agreement will be deemed given, and any other document to be delivered hereunder will be deemed delivered, if in writing and (a)

delivered by hand, (b) deposited for next-Business Day delivery (fee prepaid) with a reputable overnight delivery service such as Fed Ex, or (c) mailed by certified mail (return receipt requested) postage prepaid, addressed to the recipient at the address set forth below for that Party (or at such other address as that Party may from time to time designate by giving notice thereof).

If to Company:

National Grid
175 East Old Country Road
Hicksville, New York 11801

If to ESCO:

Attention: _____

Attention: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-Mail: _____

E-Mail: _____

3. ELIGIBLE SERVICE CLASSIFICATIONS

The Eligible Services Classifications are as set forth in Appendices A-1 and A-2 to this Agreement. Appendices A-1 and A-2 are by this reference incorporated in and made a part of this Agreement. Appendix A-1 lists the services classifications for KeySpan Gas East Corporation d/b/a National Grid and Appendix A-2 lists the services classifications for The Brooklyn Union Gas Company d/b/a National Grid NY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the date first above written.

**KEYSPAN GAS EAST CORPORATION
D/B/A NATIONAL GRID**

ESCO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____