

**AMENDMENT TO AGREEMENT FOR
BILLING SERVICES AND
FOR THE PURCHASE OF GAS ACCOUNTS RECEIVABLE**

This amendment (“Amendment”), dated and effective this ___ day of _____, 20___, is by and between Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid” or “Company”), a corporation organized and existing under the laws of the State of New York, with its principal place of business at 300 Erie Boulevard, Syracuse, New York 13202, and _____ (“ESCO”), a corporation organized and existing under the laws of the State of _____ with its principal place of business at _____; this Amendment is to the Agreement for Billing Service and for the Purchase of Gas Accounts Receivable (“Agreement”) between the parties, dated _____.

WHEREAS, National Grid and ESCO have agreed to amend the Agreement effective upon execution of the Amendment by both parties;

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, National Grid and ESCO hereby agree to amend the Agreement as follows:

1. Niagara Mohawk Power Corporation is now doing business under the trade name National Grid. All references to “NMPC” in the Agreement are changed to “National Grid.”
2. Article 2.6 Sales Tax is deleted in its entirety and replaced with the following:

“The sales tax rates applied to ESCO portion of Billed Amounts hereunder shall be based upon the sales tax rate(s) provided to National Grid by ESCO. ESCO shall provide the applicable sales tax rate(s) for any new ESCO Customer. If ESCO fails to provide the sales tax rate for a new Customer, the Customer will not be enrolled until the sales tax rate is provided by ESCO. For ESCO’s current Customers, ESCO shall provide National Grid with the sales tax rate(s) to be applied for each current Customer via EDI or as otherwise directed by National Grid and may further provide National Grid with changes to the sales tax rates to be applied prospectively for ESCO Customers via EDI or as otherwise directed by National Grid. Until ESCO provides National Grid with sales tax rates for ESCO’s current Customers, the rates applied to ESCO portion of Billed Amounts shall be based upon the sales tax rates that would have been charged to the same Customer if the Energy Commodity had been provided by NMPC. Once ESCO has provided National Grid with the sales tax rates for ESCO’s current Customers, National Grid will cause the sales tax rate provided by ESCO to be applied to the ESCO portion of Billed Amounts within a reasonable period of time, but no later than the Billing Cycle following the Billing Cycle in which the sales tax rate is provided. Any change in sales tax rate for current ESCO Customers will be prospective only. ESCO will be able to request re-billing pursuant to Article 3.3.4 to modify the sales tax rate previously provided by ESCO.”

3. Article 5.6 Notification is revised as follows: The address and facsimile numbers for the delivery of Third Party Financing Statements are deleted and replaced with the following:

National Grid
175 East Old Country Road
Hicksville, New York 11801
ATTENTION: Customer Choice - NiMO

4. Article 13.6 Notices, is revised as follows: The address for Niagara Mohawk Power Corporation is deleted and replaced with the following:

National Grid
175 East Old Country Road
Hicksville, New York 11801
ATTENTION: Customer Choice - NiMO

With a Copy to General Counsel at the same address

5. All other terms and conditions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment, and agree to be bound by the same, and represent that their signatories have been duly authorized to make and execute this Amendment.

**NIAGARA MOHAWK POWER
CORPORATION D/B/A NATIONAL GRID:**

ESCO:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____