

**MA / Nantucket Electric
PAYMENT AUTHORIZATION INSTRUCTION FORM**

National Grid
175 East Old Country Road
Hicksville, NY 11801
Attention: Customer Choice

Date: _____

Re: Competitive Electric Supplier Service Agreement for Billing Services and for the Purchase of Accounts Receivable between _____ (“COMPETITIVE SUPPLIER”) and Massachusetts Electric Company and Nantucket Electric Company (collectively, “National Grid”), dated _____ (“Agreement”) -- PAYMENT AUTHORIZATION INSTRUCTION NOTIFICATION LETTER

Dear National Grid:

The purpose of this letter is to provide National Grid with notice that COMPETITIVE SUPPLIER has assigned its right to payments to be made by National Grid to COMPETITIVE SUPPLIER under the Agreement to _____ (“Third Party”) and to reflect COMPETITIVE SUPPLIER and Third Party’s agreement with regard to the Payment Authorization Instruction set forth in this letter.

COMPETITIVE SUPPLIER acknowledges and agrees that the assignment of its right to payments to be made by National Grid under the Agreement does not relieve COMPETITIVE SUPPLIER of any of its obligations under the Agreement.

Pursuant to the Agreement, COMPETITIVE SUPPLIER will provide National Grid with a copy of the document in which COMPETITIVE SUPPLIER has made the assignment of its right to payments (or so much of the document as may be necessary to make clear the identity of the parties and the terms of the assignment).

COMPETITIVE SUPPLIER will further provide National Grid with a W-9 form for the Third Party.

COMPETITIVE SUPPLIER hereby irrevocably directs and authorizes National Grid to forward all monies due to COMPETITIVE SUPPLIER under the Agreement to the following account for the benefit of Third Party (“Payment Authorization Instruction”):

Bank Name: _____

Bank Address: _____

Account No.: _____

ABA No.: _____

This Payment Authorization Instruction is effective as of _____ and can only be changed or revoked with the express written consent of the duly authorized representatives of **BOTH** COMPETITIVE SUPPLIER and Third Party.

National Grid will implement these payment instructions in the normal course of its administration of the Agreement. Please note that the Payment Authorization Instructions cannot be implemented until the W-9 for Third Party, a revised ACH form (if applicable), and a fully executed original of this letter have been received by National Grid.

Pursuant to section 15.4 of the Agreement, this letter shall serve as notice for the “assignment” of certain attributes of the agreement, namely the instructions for National Grid’s payments to COMPETITIVE SUPPLIER under the Agreement.

Pursuant to the Agreement COMPETITIVE SUPPLIER waives any claim against National Grid for making any payment under this Payment Instruction Authorization and, to the fullest extent allowed by law, COMPETITIVE SUPPLIER agrees to indemnify, defend, and hold National Grid harmless from and against any losses, damages, claims, or liability (including reasonable attorneys’ fees and court costs) which may at any time be imposed on, incurred by or asserted against National Grid by COMPETITIVE SUPPLIER or any third parties (including Customers) that are directly or indirectly caused by, arise out of or under or are associated with, incident to or in connection with any assignment under Section 15.4 of the Agreement.

If there is a dispute in the future between COMPETITIVE SUPPLIER and Third Party as to where any funds due COMPETITIVE SUPPLIER should be remitted pursuant to the Agreement, National Grid shall continue to pay the funds into the above account until the dispute is resolved. COMPETITIVE SUPPLIER and Third Party hereby agree not to initiate any legal proceedings of any nature against National Grid relating to such payment or such dispute and agree to hold National Grid harmless from any claims or liability relating to the Payment Instruction Authorization.

This Payment Authorization Instruction may not be amended, and no provision hereof may be waived, without the prior written consent of both Third Party and COMPETITIVE SUPPLIER.

This Payment Authorization Instruction shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction).

Please confirm National Grid’s receipt of this Payment Authorization Instruction by signing this letter where indicated below and returning a copy to my attention.

COMPETITIVE SUPPLIER and Third Party shall confirm their agreement with the terms of this letter by executing in the spaces provided below and returning a fully executed original to National Grid.

Sincerely,

COMPETITIVE SUPPLIER Representative

ACCEPTED AND AGREED

ACCEPTED AND AGREED

COMPETITIVE SUPPLIER

THIRD PARTY

Signature: _____

Signature: _____

Name (*print*): _____

Name (*print*): _____

Title: _____

Title: _____

Date: _____

Date: _____

PAYMENT AUTHORIZATION INSTRUCTION RECEIPT ACKNOWLEDGED

MASSACHUSETTS ELECTRIC COMPANY

NANTUCKET ELECTRIC COMPANY

By: _____

Name (*print*): _____

Title: _____

Date: _____