

Utility Bond

Bond No. _____

WITNESSETH:

_____ [Customer Name], Account Number: _____
 having an address at _____, as **Principal**, and _____
 _____, having an address at: _____
 _____, a corporation organized under the laws of the State of _____ and
 being duly authorized to transact the business of Indemnity and Suretyship in this State of New York, as **Surety**, do hereby
 acknowledge our indebtedness to, and are jointly and severally bound unto National Grid USA and its subsidiaries, as **Obligee**, in the
 aggregate sum of _____ US Dollars (US \$ _____
 _____) (the "Maximum Obligation") for the payment of which the Principal and Surety bind themselves, their heirs, executors,
 administrators, successors, assigns or other legal representatives, jointly and severally.

The condition of this obligation is such, that:

WHEREAS, the Principal and/or its direct or indirect parents, subsidiaries, or affiliates (each, a Related Person and, collectively, the Related Persons) desire to take and pay for and/or continue to take and pay for electric utility service(s) ("Utility Services") from the Obligee in connection with the accounts identified in Annex 1 attached hereto and made a part hereof (each, an "Account" and, collectively, the "Accounts"); and

WHEREAS, as a condition precedent to the commencement and/or continuation of such Utility Services in connection with the Accounts, the Principal agrees to furnish Obligee with this surety bond, issued by the Surety in the amount above mentioned for the purpose of establishing credit and securing the payment of any and all bills for Utility Services rendered in connection with the Accounts; and

WHEREAS, each payment for Utility Services is to be made on or before twenty (20) days following the date on which the bill for such Utility Services is rendered;

NOW, THEREFORE, if Principal shall timely pay or cause to be paid to the Obligee all amounts that may at any time be due and owing to the Obligee from Principal or any Related Person for Utility Services furnished or rendered by the Obligee to Principal or any Related Person in connection with the Accounts, then this obligation shall be null and void, otherwise it shall remain in full force and effect as a continuing obligation and shall not be extinguished. Should the Principal or any Related Person fail to pay or cause to be paid to the Obligee all amounts that may at any time be due and owing to the Obligee for Utility Services furnished or rendered by the Obligee to Principal or any Related Person in connection with any Account or Accounts, then the Surety holds itself bound hereunder for the payment of all such amounts and such amounts shall become immediately due from the Surety upon demand by the Obligee. Any liability which accrues while this bond is in force and is in effect shall remain and shall not be extinguished, regardless of the cancellation or termination of this bond, as set forth herein. Partial payment(s) shall not be deemed to extinguish this bond.

Surety hereby waives all defenses with respect to (i) notice of default of payment, (ii) notice of amounts owned by Principal or any Related Person to the Obligee, (iii) demand and diligence, (iv) any notice of any extension of time granted by the Obligee to Principal or any Related Person, (v) any forbearance by the Obligee in favor of the Principal or any Related Person, and (vi) any errors or inaccuracies with respect to the current formal corporate name of Principal or any Related Person as appearing on any Accounts established by Obligee or in other Obligee documentation. Surety further waives any right to require that the Obligee institute suit against Principal or any Related Person for any amount owed by Principal or any Related Person to the Obligee for Utility Services furnished or rendered by the Obligee to Principal or any Related Person in connection with any Account or Accounts, it being the intent of this bond, and Surety hereby agrees, that if Principal or any Related Person fails or refuses to pay any such amount to the Obligee, Surety shall pay such amount to the Obligee upon demand by the Obligee.

Amounts paid by Surety to the Obligee hereunder shall be credited against Surety's Maximum Obligation but shall not otherwise affect Surety's obligations under this bond. Principal and Surety agree that, subject to the Maximum Obligation, in any suit successfully prosecuted on this bond by the Obligee, the Obligee shall be entitled to recover, in addition to any other amount recovered by the Obligee, the reasonable attorneys' fees incurred by the Obligee in prosecuting said suit. Principal and Surety further agree that the Obligee does not, whether by accepting this bond or accepting any payment from Surety under this bond, waive its right to discontinue, in whole or in part and without prior notice, Utility Services in connection with any Account or Accounts in the event Principal or any Related Person fails or refuses to pay any amount owed by Principal or any Related Person to the Obligee for Utility Services furnished or rendered by the Obligee to Principal or any Related Person in connection with any Account or Accounts, provided, however, the Obligee shall be under no duty to exercise such rights.

This bond is subject to the following additional terms, limitations and conditions:

1. The term of this bond shall commence _____ and shall be continuous.

2. The Surety shall have the right to terminate its liability hereunder, but only as to amounts owed by Principal and any Related Person as a result of Utility Services furnished or rendered by the Obligee in connection with the Accounts after the effective date of such termination, at any time by giving notice in writing by registered mail to the Obligee and the Principal and stating therein the effective date of such termination which date shall not be less than thirty (30) days after receipt of said notice by the Obligee. Such notice shall not limit or terminate this bond in respect to any liability for acts, omissions, or indebtedness occurring or arising prior to the effective date of such termination by the Surety. Written notice must be by certified letter, return receipt requested, and mailed to the Obligee at National Grid, Credit and Collections Department, 15 Park Drive, Melville, NY 11747 and to Principal at _____

3. It is understood and agreed between the Principal and the Obligee that, upon receipt of Surety's thirty day written notice of cancellation as provided above, the Obligee may demand from the Principal a deposit in the amount of _____ US Dollars (US \$ _____) ("Deposit") by written notice to Principal and Principal shall deliver the Deposit to the Obligee at least ten (10) days prior to the effective date of termination or expiration of this bond. In the event that the Deposit is not made in compliance with this paragraph, the Obligee shall have the right, but not the obligation, to discontinue Utility Services in connection with any or all the Accounts in whole or in part and without prior notice.

4. No proceeding in law or in equity may be brought under this bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the effective date of cancellation of this bond.

5. Obligee may make a claim on this bond by mailing a copy hereof, along with a copy of the bill(s) or invoice(s) showing the amount owned, to: _____ [Address of Surety].

6. It is understood and agreed that any person(s) having a claim under the conditions of this bond may initiate suit in any court of competent jurisdiction upon this bond.

7. Surety agrees that no change, extension of time, alteration or addition to the Utility Services to be provided in connection with any Account or Accounts shall in any way affect the obligation of this bond and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further agrees that any changes in, to, or under any contractual documents relating to the Utility Services to be provided by Obligee in connection with any Account or Accounts, and compliance or non-compliance with formalities connected with such documents or changes, shall not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, compliance or non-compliance.

8. In this bond, (i) words denoting the singular include the plural and vice versa, and (ii) words such as "hereunder," "hereto," "hereof" and "herein" and other words of similar import shall, unless context requires otherwise, refer to this bond as a whole and not to any particular article, section, subsection, paragraph or clause hereof.

9. In no event shall the Surety's obligation exceed the Maximum Obligation.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this bond this _____ day of _____, _____.

(Seal) _____, as Principal
By: _____
Name and Title

(Seal) _____, as Surety
By: _____
Attorney-in-Fact