

**SCHEDULE JDW – 4**

**Default Service Contract for the Large Customer Group  
February 1, 2009 through April 30, 2009**

## MASTER POWER AGREEMENT CONFIRMATION

This Confirmation shall confirm the Transaction agreed to on **December 11, 2008**, effective as of the Confirmation Effective Date (as defined below), between **GRANITE STATE ELECTRIC COMPANY** ("Granite" or "Buyer"), a New Hampshire corporation and [REDACTED] ("Seller") a [REDACTED] limited liability company, regarding the sale/purchase of Default Service specified herein under the terms and conditions under the Master Power Agreement, dated September 6, 2007, (the "Master Power Agreement") between Buyer and Seller, as specified and modified herein. Terms used but not defined herein shall have the meanings ascribed to them in the Master Power Agreement.

### 1. Confirmation Effective Date; Condition Precedent; Filing Obligation; Term

This Confirmation shall be binding on the Parties upon execution by both Parties (such date the "Confirmation Effective Date"). Promptly after execution by both Parties, Buyer shall submit the Default Service retail rates to the NHPUC for its approval. The Parties performance of Sections 3.2 through 6.4 of the Master Power Agreement are subject to the occurrence, on or before the fifth Business Day after (but not including) the Buyer's submission of the Default Service retail rates to the NHPUC (the "Fifth Day"), for the approval by the NHPUC. If the NHPUC does not issue a decision approving Buyer's request to approve the Default Service retail rates as filed on or before the Fifth Day (a "NHPUC Denial"), then this Confirmation shall be null and void and of no further force and effect, and neither Party shall have any obligation whatsoever to the other Party, and such a voiding of the Confirmation and the NHPUC Denial shall not be a default or constitute an Event of Default by either Party; provided, however, that neither Party shall undertake any action with the NHPUC or otherwise in opposition of approval by the NHPUC of the Master Power Agreement or the Confirmation as executed.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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- If the recent FERC Order #117¶61,133 (2006) (“Order”) dated October 31, 2006 regulating the activity of the New England capacity market is challenged on appeal in federal court and the Order is reversed or modified as a result of said appeal such that the effect of the reversal or modification results in refunds or reduced transition payments paid by the Seller, and associated with the Load Assets identified in Section 4 of this Confirmation, then the Seller shall pay to Buyer any such refunds or provide a credit to Buyer as a result of Seller’s reduced transition payments, as applicable provided that the amount owed to Seller by Buyer exceeds the amount of the credit. Any such refunds will

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be paid by Seller to Buyer within five (5) Business Days of receipt by Seller. Seller shall provide information to Buyer in sufficient detail for Buyer to verify accuracy of such refunds. Any such reduced transition payments paid by Seller will be included in the applicable monthly Invoice as a credit to Buyer. The Contact Rates under this Transaction, however, shall not be modified or changed. Seller shall include in the monthly Calculation that accompanies the monthly Invoice sufficient information for Buyer to verify accuracy of any such credits.

7.2 Section 3.7 shall be deleted in its entirety and replaced with the following:

At Seller's election, the Buyer shall provide notices contemplated by Sections 3.2, 3.3 and 3.4 via electronic file transfer. Such election shall only be effective when Seller (i) establishes a Windows or Unix file server with capability of sending and receiving File Transfer Protocol ("FTP"), files with Pretty Good Privacy ("PGP"), Encryption/Decryption, and (ii) verifies its ability to transfer files to and receive files from the Buyer at least fourteen (14) days prior to the day on which Seller desires to commence electronic receipt.

7.3 The first paragraph of 7.2 (c) "Remedies Upon Default" shall be deleted in its entirety and replaced with the following:

(c) In the event of termination for an Event of Default as provided in Section 7.1, in addition to any amounts owed for performance (or failure to perform) hereunder prior to such termination, the non-defaulting Party may recover, without duplication, its direct damages resulting from such Event of Default; such damages shall include the positive (if any) present value of this Agreement to the non-defaulting Party for the portion of the Delivery Term remaining at the time of such termination, to be determined by reference to market prices, transaction costs and the estimated load quantity for the remaining portion of the Delivery Term based upon the load quantity that would have been delivered on an hourly basis had such Delivery Term and this Agreement been in effect during the comparable period in the previous calendar year, with such load quantity adjusted for known changes in the load for the remaining portion of the Delivery Term ("Termination Damages"). The Termination Damages shall include all reasonably incurred transaction costs and expenses that otherwise would not have been incurred by the non-defaulting Party. In determining its Termination Damages, the non-defaulting Party shall offset its losses and costs by any gains or savings realized by the non-defaulting Party as a result of the termination. Seller and Buyer agree that the foregoing provision is intended to reflect a mutually acceptable measure of damages for such Event of Default.

## 8. Confidentiality

Articles 2, 3, 4, 5 and 6 of this Confirmation are Confidential Terms within the

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meaning of Article 23 of the Master Power Agreement.

**9. Ratification of the Terms and Conditions of the Agreement**

(a) Except as expressly amended or waived by this Confirmation, the terms, conditions, covenants, agreements, warranties and representations contained in the Master Power Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

(b) Nothing in this Confirmation shall, or shall be construed to, alter or amend any other Confirmation.

**10. Counterparts**

This Confirmation may be executed in counterparts, all of which together shall constitute one and the same instrument.

This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written.

**GRANITE STATE ELECTRIC COMPANY**

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Name: Madison N. Milhous, Jr.  
Title: Authorized Signatory

[REDACTED]

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[REDACTED]