

SCHEDULE JDW – 4

**Default Service Contract for the Large Customer Group
November 1, 2008 through January 31, 2009**

EXECUTION COPY**MASTER POWER AGREEMENT
CONFIRMATION**

This Confirmation shall confirm the Transaction agreed to on, and effective as of **September 18, 2008**, between **GRANITE STATE ELECTRIC COMPANY** ("Granite" or "Buyer"), a New Hampshire corporation and [REDACTED] ("Seller"), [REDACTED] regarding the sale/purchase of Default Service specified herein under the terms and conditions under the Master Power Agreement, dated October 18, 2006 (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]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. Modifications to the Master Power Agreement

8.1. Confidentiality

For this Transaction, Article 23 of the Master Power Agreement shall be replaced in its entirety with the following:

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Neither Seller nor the Buyer shall provide copies of or disclose the information contained in Article 2, Article 4, or Article 7 of the Master Power Agreement or in any subsequent Confirmations (collectively, the "Confidential Terms"), to any third party without the prior written consent of the other Party; provided, however, that either Party, or any of its Affiliates, may provide copies or information regarding this Agreement to: (i) any regulatory agency or governmental authority with jurisdictional interest, requesting and/or requiring such Confidential Terms, or in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding provided that in the case of a disclosure pursuant to the foregoing; (2) its suppliers; provided, further, in the case of (1) and (2), any such disclosure must include a request for confidential treatment of the Confidential Terms from the copies of the Agreement which are placed in the public record or otherwise made available to third parties or Seller's suppliers, and (3) an Affiliate if related to the Party's performance of its obligations hereunder, provided that such Affiliate agrees to treat the Confidential Terms as confidential in accordance with this clause.

8.2 Forward Capacity Market Transition Payments

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 reduced transition payments. Any such refunds will 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 will be included in the applicable monthly Invoice as a credit to Buyer. Seller shall include in the monthly Calculation that accompanies the monthly Invoice sufficient information for Buyer to verify accuracy of any such credits.

8.3 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

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from the Buyer at least fourteen (14) days prior to the day on which Seller desires to commence electronic receipt.

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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[Redacted]

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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

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

[Redacted]

Name (print): _____
Title: _____