

CUSTODY AGREEMENT

THIS CUSTODY AGREEMENT, effective as of this 18th day of April 2006 (the "Agreement") by and among The New Hampshire State Treasurer as Escrow Agent (the "Escrow Agent") under that certain First Amended and Restated Escrow Agreement dated as of May 8, 2006 (the "Escrow Agreement") attached hereto as Exhibit A among the Escrow Agent, the Beneficial Owners (referred to below) and the Nuclear Decommissioning Financing Committee (the "NDFC"), on behalf of the Beneficial Owners, Mellon Trust of Delaware, National Association, a national banking association (the "Custodian") and FPL Energy Seabrook, LLC ("FPLE Seabrook"), Massachusetts Municipal Wholesale Electric Company ("MMWEC"), a public corporation and a political subdivision of the Commonwealth of Massachusetts, The City of Taunton, Massachusetts, acting by and through the Taunton Municipal Lighting Plant ("Taunton"), The Town of Hudson, Massachusetts acting by and through the Hudson Light and Power Department ("Hudson") (FPLE Seabrook, MMWEC, Taunton and Hudson are each referred to herein as a "Beneficial Owner" and collectively are referred to as the "Beneficial Owners").

WITNESSETH:

WHEREAS, the Beneficial Owners collectively own the Seabrook Nuclear Power Station (the "Seabrook Station");

WHEREAS, pursuant to New Hampshire Revised Statutes Annotated 162-F:19, each of the Beneficial Owners is responsible for funding its pro rata share of decommissioning Seabrook Station ("Decommissioning Fund Obligation");

WHEREAS, each Beneficial Owner funds its pro rata share of the Decommissioning Fund Obligation by making contributions into accounts (each, a "Trust Fund Account") established under the Seabrook Nuclear Decommissioning Financing Fund Master Trust Agreement;

WHEREAS, each Beneficial Owner has been ordered by the New Hampshire Nuclear Decommissioning Financing Committee to deposit certain funds into an escrow for the benefit of each Beneficial Owner's Decommissioning Fund Obligation, which such deposit shall be made in accordance with the terms and conditions of the Escrow Agreement;

WHEREAS, the Escrow Agent is obligated to hold such payments, together with earnings thereon, in separate accounts for the benefit of each Beneficial Owner's Decommissioning Fund Obligation; and

WHEREAS, the Escrow Agent and the Custodian desire to establish custody accounts to provide for the safekeeping and recordkeeping of such property deposited by the Escrow Agent on behalf of the Beneficial Owners;

NOW, THEREFORE, the Escrow Agent and the Custodian, each intending to be legally bound, agree as follows:

1. **Establishment of Accounts.** The Escrow Agent hereby appoints the Custodian as custodian for the securities and money listed in Schedule 1 attached hereto and any other property acceptable to the Custodian (collectively, the “Property”) which the Escrow Agent may deposit on behalf of the Beneficial Owners to the Custodian’s care pursuant to this Agreement. The Custodian acknowledges receipt of the Property identified in Schedule 1. The Custodian shall deposit the Property into four (4) separate accounts, one for each Beneficial Owner (each, an “Account” and collectively, “the Accounts”), as directed by the Escrow Agent in writing. The Escrow Agent agrees to deposit and permit as Property only those investments that are safe kept or principally traded in the United States. The Custodian shall have no responsibility for any assets of the Escrow Agent until they are received in the Accounts by the Custodian or its agents or subcustodians. The Custodian shall be responsible for maintaining all Property received on behalf of each Beneficial Owner in the respective Beneficial Owner’s separate Account.

2. **Purchases, Sales, Reinvestment and Authority.** The Property held hereunder is the property of the Beneficial Owners, and is managed by the Escrow Agent, pursuant to the terms and conditions of the Escrow Agreement. All purchases, sales and reinvestment shall be made only upon the Escrow Agent’s written instructions. Securities transactions may be effected through brokers selected by the Custodian, including brokers who are affiliates of the Custodian. The Custodian shall serve as custodian only. The Custodian shall provide the Escrow Agent and/or respective Beneficial Owner with any broker/dealer confirmation or other written notification of securities transactions at Escrow Agent’s and/or respective Beneficial Owner’s request at no additional cost.

3. **Income Cash.** Each Account is designed to invest, accumulate and reinvest all excess cash, on a daily basis, in Qualified Investments as defined in the Escrow Agreement. If cash is needed to fulfill an obligation incurred in a transaction covered by such Account, it will be withdrawn from such Account and applied to such obligation. All interest, dividends and other income and principal due on the securities hereunder held are to be collected promptly.

4. **Distributions.** Distributions, transfers or withdrawals out of the Accounts shall be either: (a) directed by the Escrow Agent in accordance with Sections 2(a) and 2(b) of the Escrow Agreement (collectively “Section 2 Distributions”) or (b) automatic, upon receipt of written notice from the Escrow Agent or the NDFC that the provisions of Section 11(b) of the Escrow Agreement have been triggered (a “Section 11(b) Event Notice”). Except as authorized under Paragraph 16, no other distributions, transfers or withdrawals out of the Accounts are permitted.

The Custodian shall make such distributions or transfers or withdrawals out of the Accounts pursuant to Authorized Instructions, as defined below; provided, however, that

- (1) any such Section 2 Distribution(s), at the direction of the Escrow Agent, shall include a copy of the Release Notice (as defined in the Escrow Agreement) and shall be deposited into either: (i) account(s) designated by the applicable Beneficial Owner(s) in writing, or (ii) the applicable Beneficial Owner’s Trust Fund Account; and

- (2) promptly upon receipt of a Section 11(b) Event Notice, the Custodian shall, without further instruction or other notice from the Escrow Agent, the NDFC or any other person, liquidate each of the Accounts, and the proceeds from each Beneficial Owner's Account shall be deposited into the applicable Beneficial Owner's Trust Fund Account.

5. Authorized Parties. The Escrow Agent shall furnish the Custodian with a written list of the names, signatures and extent of authority of all persons authorized to direct the Custodian by or on behalf of the Escrow Agent (as its designee) under the terms of this Agreement, provided, however, that only the Escrow Agent is authorized to direct the Custodian to make Section 2 Distributions pursuant to Paragraph 4 above. The Custodian shall be entitled to deal with any person or entity so identified by the Escrow Agent ("Authorized Party" or "Authorized Parties") to the Custodian until the Custodian is notified otherwise in writing by the Escrow Agent.

6. Authorized Instructions.

a. "Authorized Instructions" shall mean all written directions to the Custodian from an Authorized Party pursuant to the terms of this Agreement. Authorized Instructions shall be in writing, transmitted by first class mail, overnight delivery, private courier, facsimile, or shall be an electronic transmission subject to the Custodian's policies and procedures, other institutional delivery systems or trade matching utilities as directed by an Authorized Party and supported by the Custodian, or other methods agreed upon in writing by the Escrow Agent and the Custodian. The Escrow Agent's or the NDFC's delivery of notice of a Section 11(b) Event pursuant to Paragraph 4(b) shall constitute an Authorized Instruction to transfer the proceeds of each Beneficial Owner's Account to the applicable Beneficial Owner's Trust Fund Account.

b. The Custodian shall be fully protected in acting in accordance with all such Authorized Instructions and in failing to act in the absence thereof. The Custodian shall be under no duty to question any direction of an Authorized Party with respect to the portion of the Accounts over which such Authorized Party has authority, to review any Property held in the Accounts, to make any suggestions with respect to the investment, retention and reinvestment of the assets in the Accounts, or to evaluate or question the performance of any Authorized Party. The Custodian shall not be responsible or liable for any diminution of value of any securities or other Property held by the Custodian or its subcustodians pursuant to Authorized Instructions.

7. Authorized Transactions. The term "Authorized Transactions" shall mean any action or series of actions resulting from Authorized Instructions.

8. Directed Powers of Custodian. The Custodian shall take the following actions in the administration of the Accounts pursuant to Authorized Instructions:

a. Settle purchases and sales and engage in other transactions, including free receipts and deliveries, exchanges and other voluntary corporate actions, with respect to securities or other Property received by the Custodian;

b. Submit master ballots in accordance with Authorized Instructions in bankruptcy matters in cases where an Authorized Party is unable to submit or cause the Custodian to submit an individual ballot with respect to the Accounts; and

c. Appoint non-affiliates as subcustodians, as to part or all of each Account.

9. Discretionary Powers of Custodian. The Custodian shall have the discretionary authority, without the necessity of receiving Authorized Instructions, to take the following actions in the administration of each Account:

a. Appoint affiliates of the Custodian as subcustodians, as to part or all of each Account;

b. Hold property in the name of the Custodian's nominee or the Custodian's affiliates' nominee, in bearer form or in book entry form, in a clearinghouse corporation or in a depository, so long as the Custodian's records clearly indicate that the assets held are a part of a specified Account;

c. With respect to each Account, take all action necessary to pay for Authorized Transactions, including exercising the power to borrow or raise monies from the Custodian in its corporate capacity or an affiliate of the Custodian, and hold any property in such Account as security for advances made to such Account for any such Authorized Transactions, including reasonable disbursements or expenses. The Custodian shall be entitled to collect from each Account sufficient cash for reimbursement of Authorized Transactions, including reasonable disbursements or expenses, with respect to such Account and, if such cash is insufficient, dispose of the assets of such Account to the extent necessary to obtain reimbursement; and

d. Take such incidental actions, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the performance of its duties hereunder in a manner consistent with the standard of care set forth in Paragraph 13.

The Custodian may also be directed pursuant to Authorized Instructions to exercise the powers described in this Paragraph 9.

10. Duties of Custodian. The Custodian shall perform or cause its agents or subcustodians to perform the following duties with respect to each Account:

a. Hold the Property in safekeeping facilities of the Custodian or of other custodian banks or clearing corporations, in the United States;

b. Collect income payable to and distributions due to each Account and sign on behalf of such Account all declarations, affidavits, and certificates of ownership required to collect income and principal payments; provided that, absent negligence, willful misconduct or bad faith on the part of the Custodian, the Custodian shall not be responsible for the failure to receive payment of (or late payment of) distributions with respect to securities or other property held in such Account;

c. Subject to the timely receipt of notice from an issuer or Authorized Party, collect all proceeds from securities, certificates of deposit or other investments held in the Accounts which may mature or be called;

d. Forward to the Authorized Party designated by the Escrow Agent proxies or ballots for any stocks, bonds or other securities held in the Accounts in a form to enable the Authorized Party to effect the voting of proxies;

e. Submit or cause to be submitted to the Escrow Agent as designated by the Escrow Agent, information received by the Custodian, or summaries of information, regarding ownership rights pertaining to Property held in the Accounts, in accordance with the Custodian's practices;

f. Forward to the Authorized Party designated by the Escrow Agent an initial notice of bankruptcy cases relating to securities held in the Accounts and a notice of any required action related to such bankruptcy cases as may be actually received by the Custodian. No further action or notification related to the bankruptcy case shall be required absent the specific agreement of the parties hereto;

g. Attend to corporate actions with respect to which no discretionary decision is required;

h. Report the fair market value of the Property held in each Account on a monthly basis and at the end of each fiscal year-end (which shall be December), in accordance with methods consistently followed and uniformly applied; and

i. Render statements on a monthly basis and at the end of each fiscal year-end (which shall be December) with respect to each Account for the Property held therein.

11. Tax Obligations. For purposes of this Agreement, "Tax Obligations" shall mean taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties, additions to tax and other related expenses. To the extent that the Custodian receives information relating to Tax Obligations with respect to any Account, the Custodian shall, promptly upon receipt thereof, provide to the Escrow Agent and the respective Beneficial Owner such information received by the Custodian, which could, in the Custodian's reasonable belief, assist the Escrow Agent or such Beneficial Owner in the submission of any reports or returns with respect to such Tax Obligations.

The Custodian shall have no obligations or liability with respect to Tax Obligations, including, without limitation, any obligation to file or submit returns or reports with any taxing authorities.

12. Inspection of Books and Records. The Beneficial Owners, the Escrow Agent and the NDFC shall have the right, at its own expense and with prior written notice to the Custodian, to inspect the Custodian's books and records directly relating to the Accounts during normal business hours or to designate an accountant to make such inspection. The Custodian shall promptly notify the Beneficial Owners of receipt of any such notice from the Escrow Agent and the NDFC.

13. **Standard of Care.** In performing its duties under this Agreement, the Custodian shall exercise the same care and diligence that a professional custodian engaged in the banking or trust company industry and having professional expertise in financial and securities processing transactions and custody would observe in these affairs.

14. **Limitation of Liability.** Without limiting any other provisions contained in this Agreement:

a. The duties of the Custodian shall only be those specifically undertaken pursuant to this Agreement;

b. The Custodian shall not be responsible for the title, validity or genuineness of any Property or evidence of title thereto received by it or delivered by it pursuant to this Agreement;

c. The Custodian shall not be liable for any act or omission of any other person except for Custodian's agents selected and retained in its sole discretion; and

d. Under no circumstances shall the Custodian be liable for any indirect, consequential or special damages with respect to its role as the Custodian.

15. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, the Custodian shall not be responsible or liable for its failure to perform under this Agreement or for any losses to any Account resulting from any event beyond the reasonable control of the Custodian, its agents or subcustodians, provided it exercises such care and diligence as the circumstances may reasonably require of a professional custodian. This provision shall survive the termination of the Agreement.

16. **Compensation; Expenses.** The Custodian shall be entitled to compensation for services under this Agreement as set forth in Schedule 2 attached hereto. The Custodian shall be entitled to reimbursement for reasonable and customary expenses incurred by it in the discharge of its duties under this Agreement, including, without limitation, the fees or commissions payable to brokers used by the Custodian to effect securities transactions pursuant to Paragraph 2 ("Expenses"). The Custodian is authorized to charge and collect from the Account for which such services were performed, any and all fees earned and Expenses unless such fees and Expenses are paid directly by the Escrow Agent. To the extent the Custodian advances funds to any Account for disbursements pursuant to Authorized Instructions or to settle or pay for Authorized Transactions, the Custodian shall be entitled to collect from such Account reasonable charges established under the Custodian's standard overdraft terms, conditions and procedures.

17. **Indemnification.** Each Beneficial Owner shall, in proportion to its respective ownership share in the Seabrook Nuclear Power Station, indemnify and hold harmless the Custodian from all liability and costs, including reasonable counsel fees and expenses, relating to or arising out of the performance of the Custodian's obligations under this Agreement, except to the extent resulting from the Custodian's negligence, willful misconduct or bad faith; however, nothing in this Agreement shall constitute a waiver or limitation of any rights which any Beneficial Owner may have under applicable Federal or State laws. This provision shall survive the termination of this Agreement.

18. **Amendment or Termination.** This Agreement may, subject to the prior written consent of each Beneficial Owner, be amended by written agreement of the Escrow Agent and the Custodian. This Agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party and each Beneficial Owner. Upon termination of this Agreement, all Property held hereunder shall be delivered to the Escrow Agent to be held by the Escrow Agent in accordance with the terms of the Escrow Agreement.

19. **Successors and Assigns.** Neither the Escrow Agent nor the Custodian may assign this Agreement without the prior written consent of the other. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the custody business of the Custodian shall, upon such succession and without any appointment or other action by the Escrow Agent, be and become successor custodian hereunder, upon notification to the Escrow Agent. This Agreement shall be binding upon, and inure to the benefit of, the Escrow Agent and the Custodian and their respective successors and permitted assigns.

20. **Governing Law and Legal Proceedings.** This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New Hampshire without regard to its conflicts of law provisions. The parties hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

21. **Representations.** Each party represents and warrants to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind the Escrow Agent or the Custodian to this Agreement.

22. **Custodian Non-Fiduciary Status.** The Escrow Agent hereby acknowledges and agrees that the Custodian is not a fiduciary by virtue of accepting and carrying out its custodian duties under this Agreement, and has not accepted any fiduciary duties, responsibilities or liabilities with respect to custodial services.

23. **Entire Agreement.** This Agreement, together with all Schedules and Exhibits attached hereto, constitutes the entire agreement with respect to the matters dealt with herein, and supersedes all previous agreements, whether oral or written, and documents with respect to such matters.

24. **Notices.** Any notice provided for or permitted under this Agreement will be treated as having been received (i) when delivered personally, (ii) when sent by confirmed telecopy or (iii) one (1) day following when sent by commercial overnight courier with written verification of receipt, to the party to be notified, with a copy to each Beneficial Owner, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Paragraph 24 (except that the Custodian shall not be bound by or required to act upon any notice unless and until actually received by it).

25. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts when taken

together shall constitute but one and the same instrument and may be sufficiently evidenced by one set of counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

The New Hampshire State Treasurer as Escrow Agent on behalf of FPL Energy Seabrook, LLC, Massachusetts Municipal Wholesale Electric Company, The City of Taunton, Massachusetts, acting by and through the Taunton Municipal Lighting Plant, The Town of Hudson, Massachusetts acting by and through the Hudson Light and Power Department, as the Escrow Agent

By: Michael A. Ablowich

Name: Michael A. Ablowich

Title: State Treasurer

Date: April 18, 2006

Address for Notice:

State of New Hampshire

State House Annex Room 121

25 Capitol Street

Concord, NH 03301

Attention: Brad Jacobson

**Mellon Trust of Delaware, National
Association, as the Custodian**

By: Glen R. Metzger
Name: Glen R. Metzger
Title: Assistant Vice President
Date: April 6, 2006

Address for Notice:

Mellon Trust of Delaware, National Association

4005 Kennett Pike

Greenville, DE 19807

Attention: Marianne Stearns

**FPL Energy Seabrook, LLC, as a Beneficial
Owner**

By: Charles Schultz

Name: Charles Schultz

Title: Secretary

Date: 02 23 2006

Address for Notice:

FPL Energy Seabrook, LLC

700 Universe Boulevard

Juno Beach, Florida 33408

Attention: Charles Schultz

Taxable: X

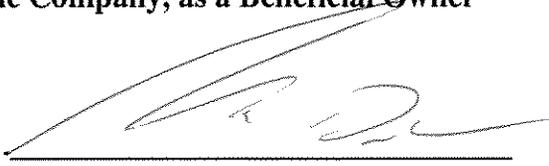
or

Tax Exempt: _____

Fiscal Year: 2006

**Massachusetts Municipal Wholesale
Electric Company, as a Beneficial Owner**

By:



Name: Ronald C. DeCurzio

Title: Treasurer & Director-Financial Services

Date: February 10, 2006

Address for Notice:

Massachusetts Municipal Wholesale Electric
Company

P.O. Box 426

Moody Street

Ludlow, MA 01056

Attention: Ronald C. DeCurzio

Taxable: _____

or

Tax Exempt: Section 115

(Under IRC Section: _____)

Fiscal Year: _____

**The City of Taunton, Massachusetts, acting
by and through the Taunton Municipal
Lighting Plant, as a Beneficial Owner**

By: 

Name: Joseph M. Blain

Title: General Manager

Date: February 8, 2006

Address for Notice:

The City of Taunton, Massachusetts, acting by
through the Taunton Municipal Lighting Plant

P.O. Box 870

55 Weir Street

Taunton, MA 02780

Attention: Joseph M. Blain, General Manager

Taxable: _____

or

Tax Exempt: x
(Under IRC Section: Municipal)

Fiscal Year: _____

**The Town of Hudson, Massachusetts acting
by and through the Hudson Light and
Power Department, as a Beneficial Owner**

By: 

Name: Yakov D. Levin

Title: Manager

Date: February 10, 2006

Address for Notice:

The Town of Hudson, Massachusetts acting by a
through the Hudson Light and Power Departmen

49 Forest Avenue

Hudson, MA 01749

Attention: Yakov D. Levin

Taxable: NO

or

Tax Exempt: YES

Under IRC Section: 115(1)

Fiscal Year: Calendar

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

By signing below each Beneficial Owner hereby certifies under penalties of perjury that the taxpayer identification number provided below is correct and that such Beneficial Owner is not subject to back-up withholding on reportable payments credited to the Beneficial Owner's Account by the Custodian. The Beneficial Owner may not be subject to back-up withholding either because (a) the Beneficial Owner is exempt from back-up withholding because it is an "exempt recipient", (b) the Beneficial Owner has not been notified by the Internal Revenue Service that it is subject to back-up withholding for failure to report all interest or dividends, or (c) the IRS has notified the Beneficial Owner that it is no longer subject to back-up withholding. (If (a), (b), or (c) do not apply, please cross out.) **Failure to sign below and provide a valid taxpayer identification number may require that the Custodian apply federal income tax withholding at the rate of 30% (or the rate as required by law) on all reportable payments made to the Accounts established under this Agreement.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

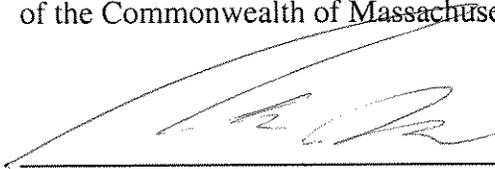
By: FPL Energy Seabrook, LLC
Name: Chris Achutt
Title: Secretary
45-0475292
Taxpayer Identification Number

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

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The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

By: Massachusetts Municipal Wholesale Electric Company,
a public corporation and a political subdivision
of the Commonwealth of Massachusetts



Name: Ronald C. DeCurzio

Title: Treasurer & Director-Financial Services

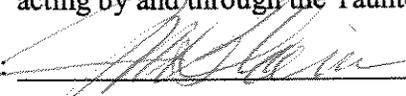
042-52-8837
Taxpayer Identification Number

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

By signing below each Beneficial Owner hereby certifies under penalties of perjury that the taxpayer identification number provided below is correct and that such Beneficial Owner is not subject to back-up withholding on reportable payments credited to the Beneficial Owner's Account by the Custodian. The Beneficial Owner may not be subject to back-up withholding either because (a) the Beneficial Owner is exempt from back-up withholding because it is an "exempt recipient", (b) the Beneficial Owner has not been notified by the Internal Revenue Service that it is subject to back-up withholding for failure to report all interest or dividends, or (c) the IRS has notified the Beneficial Owner that it is no longer subject to back-up withholding. (If (a), (b), or (c) do not apply, please cross out.) **Failure to sign below and provide a valid taxpayer identification number may require that the Custodian apply federal income tax withholding at the rate of 30% (or the rate as required by law) on all reportable payments made to the Accounts established under this Agreement.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

By: The City of Taunton, Massachusetts,
acting by and through the Taunton Municipal Lighting Plant

Name: 

Title: General Manager

046001320
Taxpayer Identification Number

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

By signing below each Beneficial Owner hereby certifies under penalties of perjury that the taxpayer identification number provided below is correct and that such Beneficial Owner is not subject to back-up withholding on reportable payments credited to the Beneficial Owner's Account by the Custodian. The Beneficial Owner may not be subject to back-up withholding either because (a) the Beneficial Owner is exempt from back-up withholding because it is an "exempt recipient", (b) the Beneficial Owner has not been notified by the Internal Revenue Service that it is subject to back-up withholding for failure to report all interest or dividends, or (c) the IRS has notified the Beneficial Owner that it is no longer subject to back-up withholding. (If (a), (b), or (c) do not apply, please cross out.) **Failure to sign below and provide a valid taxpayer identification number may require that the Custodian apply federal income tax withholding at the rate of 30% (or the rate as required by law) on all reportable payments made to the Accounts established under this Agreement.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

By: The Town of Hudson, Massachusetts,
acting by and through the Hudson Light and Power Department

Name: Yalen Perillo

Title: MANAGER

046-001-188
Taxpayer Identification Number

SCHEDULE 1

PROPERTY DELIVERED TO CUSTODIAN

FPL Energy Seabrook, LLC

- Full value of Citizens Bank Account # 3011020

Massachusetts Municipal Wholesale Electric Company

- Full value of Citizens Bank Account # 3011012

The City of Taunton, Massachusetts

- Full value of Citizens Bank Account # 3011014

The Town of Hudson, Massachusetts

- Full value of Citizens Bank Account # 3011016

SCHEDULE 2

FEE SCHEDULE TO CUSTODY AGREEMENT

I. Domestic Custody Fee:

Account Fee:	Waived
Asset Fee:	Waived
Security Transaction Fee:	Waived

II. Vendor Payments:

Disbursement Fees:

Vendor Payments:	Check	\$8.00 per check + postage
	Wire Transfer Payment	\$15.00 per payment
Ancillary Services:	Stop Payment	\$10.00 each
	Paid Check Copies	\$10.00 each
	Overnight Mail	\$8.00 per piece

III. Comments:

- Mellon will waive all costs associated with the asset conversion and business implementation.
- Mellon will pass through to the client any out-of-pocket expenses including, but not limited to, postage, courier expense, registration fees, stamp duties, telex charges, custom reporting or custom programming, internal/external tax, legal or consulting costs, client-specific customized vendor feeds and proxy voting expenses.
- Mellon reserves the right to amend our fees if the service requirements change in a way that materially affects our responsibilities or costs.
- Mellon will file class action Proofs of Claim on your behalf. An amount equal to 2% of the proceeds will be charged against each participating account at the time the proceeds are credited.
- Mellon will guarantee the fee schedule for 3 years.

EXHIBIT A

ESCROW AGREEMENT

[attach executed copy of First Amended and Restated Escrow Agreement]

**FIRST AMENDED AND RESTATED
ESCROW AGREEMENT**

This FIRST AMENDED AND RESTATED ESCROW AGREEMENT (the “Agreement”) is dated as of May 8, 2006, and amends and restates that certain Escrow Agreement dated April 16, 2004 by and among FPL Energy Seabrook, LLC (“FPLE Seabrook”), a Delaware limited liability company, the Massachusetts Municipal Wholesale Electric Company (“MMWEC”), a public corporation and a political subdivision of the Commonwealth of Massachusetts, Taunton Municipal Lighting Plant (“Taunton”), a Massachusetts municipal Light Plant and Hudson Light and Power Department (“Hudson”), an agency of a Massachusetts municipal corporation on behalf of the corporation (collectively referred to herein as the “Joint Owners”); the New Hampshire State Treasurer (the “Escrow Agent”) and the Nuclear Decommissioning Financing Committee (the “NDFC”).

RECITALS

WHEREAS, the Joint Owners, as tenants in common, collectively own the Seabrook Nuclear Power Station (“Seabrook Station”);

WHEREAS, each of the Joint Owners is responsible for its pro rata share of the total cost of decommissioning Seabrook Station;

WHEREAS, each Joint Owner is responsible for funding its share of the decommissioning obligation by making contributions into accounts established under the Seabrook Nuclear Decommissioning Financing Fund Master Trust Agreement (the “Trust”);

WHEREAS, the contributions each Joint Owner must make into the Trust are established by the NDFC;

WHEREAS, under the terms of the Final Report and Order of the NDFC dated December 17, 2003, in Docket No. 2003-1 (the “Order”) (incorporated herein by reference), the NDFC granted authority for the creation of an escrow account into which each Joint Owner would deposit a portion of its annual decommissioning payments and ordered that, “[e]ach year the Committee will establish a revised schedule of payments. The annual contribution as determined each year will be the amount to be paid by the Seabrook owners, with 75% paid into the Trust and 25% paid into the escrow account.” Order at 42;

WHEREAS, the Order also provides that the funds accumulated in the Escrow Fund will be distributed from the Escrow Fund to either the Joint Owners and/or the Trust upon a determination by the NDFC regarding the ultimate disposition of the escrowed funds in accordance with the guidance set forth in the Order at 46; and

WHEREAS, the parties to this Agreement desire to establish the terms and conditions pursuant to which amounts will be deposited into, held in, and disbursed from, said Escrow Fund pursuant to the Order, or any subsequent order of the NDFC.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Escrow.

(a) **Escrow Fund.** The Escrow Agent agrees to accept delivery of any Required Deposits (as defined in Section (b) of this Section) delivered by each Joint Owner and to hold such amounts together with any earnings thereon in separate accounts for each of the Joint Owners (collectively, the “Escrow Fund”) established for the benefit of each Joint Owner’s Decommissioning Fund obligation, subject to the terms and conditions of this Agreement and the Order, until the Escrow Agent is required to release such amounts from the Escrow Fund pursuant to the terms of this Agreement. The Escrow Fund shall not be subject to a lien or attachment by any creditor of any party hereto and shall be used solely for the purposes set forth in this Agreement. Amounts held in the Escrow Fund shall not be available to, and shall not be used by, the Escrow Agent to off-set any obligations of the Joint Owners, owing to the Escrow Agent, any other Joint Owner, or any other person or entity in any capacity.

(b) **Transfer to Escrow.** Pursuant to the terms of the Order, FPLE Seabrook, as managing agent for Seabrook Station, made a compliance filing with the NDFC on

December 19, 2003, that provided an updated schedule of payments for decommissioning contributions beginning in January, 2004. On December 31, 2003, the NDFC issued an order approving a schedule of payments commencing January 1, 2004, and an alternative 2004 schedule of payments to commence upon the approval of an Escrow Agreement by the NDFC ("Payment Order"). The NDFC will adjust the schedule of payments from time to time and, in each order approving an updated schedule of payments ("Adjusted Payment Order"), the NDFC will, in accordance with the requirements of the Order, set forth each Joint Owner's required contributions, if any, into the Trust and the Escrow Fund. Each Joint Owner shall deposit with the Escrow Agent amounts into the Escrow Fund required by the Payment Order or any Adjusted Payment Order ("Required Deposits"). Each Required Deposit will be made by each Joint Owner directly to the Escrow Agent on or before the first business day of the month in which the Required Deposit is due and in accordance with instructions provided by the managing agent.

2. Release of Escrow Funds.

(a) Only the NDFC may direct or authorize the Escrow Agent to release money from the Escrow Fund. If, in accordance with the Order and in recognition of the NDFC's statutory responsibility to assure adequate funding of the decommissioning obligation, the NDFC by issuance of an order, determines that some, or all, of the balance in the separate accounts comprising the Escrow Fund may be distributed to the Joint Owners, subject to the provisions of Section 2(c) herein, the NDFC shall provide the Joint Owners and the Escrow Agent with a written notice substantially in the form of Exhibit A hereto

(the "Release Notice") setting forth the precise amounts in the Escrow Fund that shall be released to each of the Joint Owners.

(b) If in accordance with the Order, and in recognition of the NDFC's statutory responsibility to assure adequate funding of the decommissioning obligation, the NDFC by issuance of an order determines that the Trust does not have sufficient funds to ensure the viability of the Trust without a transfer of some or all of the funds held in the Escrow Fund into the Trust, the NDFC shall provide the Joint Owners and the Escrow Agent with a Release Notice setting forth the precise amounts to be transferred from the Escrow Fund into each Joint Owner's Trust account.

(c) For purposes of a Release Notice directing the release of Escrow Fund amounts to one or more Joint Owners, in no event shall amounts contributed to the Escrow Fund by a Joint Owner (the "Contributing Joint Owner"), or earnings thereon, be released to anyone other than the Contributing Joint Owner. For purposes of a Release Notice directing the release of Escrow Fund amounts into one or more Joint Owner Trust accounts, in no event shall amounts contributed to the Escrow Fund by a Joint Owner, or earnings thereon, be released to a different Joint Owner's Trust account.

(d) Within five (5) business days of receipt of the Release Notice, the Escrow Agent shall pay the amounts designated in the Release Notice from the Escrow Fund to the Trust, the Joint Owners, or both. The Escrow Agent shall give notice of the completion of the transfer to the NDFC and to each of the Joint Owners.

(e) Upon properly completing any transfers referred to in Sections (a) or (b) above, the Escrow Agent shall be discharged of any further responsibility or obligation under this Agreement with respect to the amounts released from the Escrow Fund. The Escrow Agent shall not be responsible in any way for the accuracy of any calculations submitted to the Escrow Agent by the NDFC or the managing agent, the responsibilities of the Escrow Agent in this regard being entirely mechanical and administrative.

3. Limitation of the Escrow Agent's Liability.

The parties acknowledge and agree that the Escrow Agent shall not be responsible for any of the provisions of the Order referred to herein or any subsequent NDFC orders, but shall only be obligated for the proper and timely performance of such duties as are specifically set forth in this Agreement. The Escrow Agent (and his employees, attorneys, representatives and agents) will incur no liability with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other document believed by the Escrow Agent in good faith to be genuine and to have been signed by the proper person (and shall have no responsibility to determine the authenticity or accuracy thereof), nor for any other action or inaction, except his own willful misconduct, bad faith or gross negligence. In no event shall the Escrow Agent be liable for indirect or consequential damages. The Escrow Agent will not be responsible for the validity or sufficiency of the terms of this Agreement. In all questions arising under this Agreement, the Escrow Agent may rely on the advice of

counsel (which may be in-house counsel), and for anything properly done, omitted or suffered in good faith by the Escrow Agent in reliance on such advice, the Escrow Agent will not be liable to anyone. The Escrow Agent will not be required to take any action under this Agreement involving any expense or liability unless the payment of such expense or liability is made or provided for in a manner satisfactory to the Escrow Agent. In no event shall the Escrow Agent have any liability under this Agreement for investment losses incurred on any investment or reinvestment of the Escrow Fund made in accordance with the terms of Section 5 of this Agreement.

4. Expenses and Tax Reporting.

(a) **Escrow Agent.** All fees and expenses, including fees for retained services for escrow administration and reasonable attorney's fees of the Escrow Agent, reasonably incurred in entering into this Agreement and in the ordinary course of performing his responsibilities hereunder will be paid by the Joint Owners (and not through withdrawal from the Escrow Fund) in proportion to their Seabrook Station ownership by the Joint Owners upon receipt of a written invoice by the Escrow Agent, issued to FPLE Seabrook as managing agent for Seabrook Station, for the total amount due. The Escrow Agent may retain any and all professionals that, within his sole discretion, are necessary to fulfill his obligations under the terms of this Agreement. Any extraordinary fees and expenses including attorney's fees, including without limitation any fees or expenses paid by the Escrow Agent in connection with a dispute with a Joint Owner over the distribution of all or any portion of the Escrow Fund or the validity of a claim against the

Escrow Fund, or the interpretation of this Agreement, will be paid by the non-prevailing party in such dispute. In the event the Escrow Agent incurs any liability to any person, firm or corporation, including a Joint Owner, by reason of his acceptance or administration of this Escrow Agreement, each Joint Owner in proportion to its ownership share in Seabrook Station agrees, to the extent allowed by law, to indemnify the Escrow Agent, his agents, directors and employees, against any such liability or for his fees and expenses or costs and expenses, including, without limitation, counsel fees and expenses, as the case may be. Notwithstanding the foregoing, no indemnity need be paid in the event of the Escrow Agent's bad faith or willful misconduct.

Each Joint Owner agrees to assume any and all obligations imposed now or hereafter by any applicable tax law with respect to the payment out of the Escrow Fund under this Agreement, and to the extent allowed by law, to indemnify and hold the Escrow Agent harmless from and against any taxes, additions of late payment, interest, penalties and other expenses, that may be assessed against the Escrow Agent on any such payment or other activities under this Agreement. Each Joint Owner shall undertake to instruct the Escrow Agent in writing with respect to the Escrow Agent's responsibility for withholding and other taxes, assessments or other governmental charges, certifications and governmental reporting in connection with his acting as Escrow Agent under this Agreement. To the extent allowed by law, each Joint Owner agrees to indemnify and hold the Escrow Agent harmless from any liability, including costs and expenses (including reasonable legal fees), interest and penalties, on account of taxes, assessments or other governmental charges, including without limitation the withholding or deduction or the

failure to withhold or deduct same, and any liability for failure to obtain proper certifications, or to properly report to governmental authorities, to which the Escrow Agent may be or become subject in connection with or which arises out of this Agreement. Indemnifications in favor of the Escrow Agent hereunder shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement and shall be several, and not joint, among the Joint Owners.

(b) **Tax Reporting.** The parties hereto agree that this Agreement constitutes a “grantor trust” with respect to each of the Joint Owners and accordingly, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Fund shall be allocable to each Joint Owner with respect to funds that it has deposited into the Escrow Fund.

5. Investment of Funds. The Escrow Agent shall continually invest and reinvest the Escrow Fund and any income or interest therefrom in Qualified Investments (as defined below) in accordance with the following investment guidelines. When determining into which Qualified Investments each Joint Owner’s contributions shall be deposited and maintained, the Escrow Agent shall consider, but not be bound by, the investment recommendations of the Joint Owners. “Qualified Investments”, as used herein, means:

(a) Marketable obligations of the United States in registered form and having a maturity of not more than the earlier of two years from the date of acquisition or December 31, 2007;

(b) Marketable obligations directly and fully guaranteed by the United States in registered form and having a maturity of not more than the earlier of two years from the date of acquisition or December 31, 2007; and

(c) Money market funds that have similar investment criteria as those applicable to the Trust.

Upon request, the Escrow Agent will provide confirmation to a Joint Owner or the NDFC of the deposit of money in the Escrow. Each year the Escrow Agent will provide the Joint Owners and the NDFC with a report on the Escrow, including the investment of Escrow Fund monies, fund balance, and all withdrawals from the Escrow Fund.

6. Certification of Tax Identification Number. Each Joint Owner agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 (or Form W-8, in the case of non-U.S. persons) to the Escrow Agent prior to the date on which any income is earned on the investment of the Escrow Fund. The parties hereto understand that in the event their tax identification numbers are not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the

investment of the Escrow Fund. Each year the Escrow Agent will provide each Joint Owner with an IRS Form 1099 on a timely basis.

7. Successor Escrow Agent. In the event the Escrow Agent becomes unavailable or unwilling to continue in his capacity as such, the Escrow Agent may resign and be discharged from his duties or obligations hereunder by giving written notice of resignation to the parties to this Agreement, specifying not less than thirty (30) days prior written notice of such a date when such resignation will take effect. The NDFC may designate a successor Escrow Agent other than the New Hampshire State Treasurer prior to the expiration of such thirty (30) day period by giving written notice to the Escrow Agent and the Joint Owners. If the NDFC fails to designate a successor Escrow Agent prior to the expiration of such thirty (30) day period, FPLE Seabrook, as managing agent for Seabrook Station, may appoint a successor Escrow Agent without the consent of the NDFC so long as such successor is a bank or trust company with assets of at least One Billion Dollars (\$1,000,000,000). The Escrow Agent will promptly transfer the Escrow Fund to such designated successor. In the event no successor Escrow Agent is appointed as described in this Section 7, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The Escrow Agent shall not be relieved of the Escrow Agent's duties and responsibilities under this Escrow Agreement until a successor Escrow Agent is appointed in accordance with this paragraph.

8. Limitation of Responsibility; Notices. The Escrow Agent's duties are limited to those set forth in this Agreement, and no additional duties or obligations shall be implied. The Escrow Agent may rely upon the written notices delivered to the Escrow Agent under this Agreement.

9. Notices. Any notice provided for or permitted under this Agreement will be treated as having been received (a) when delivered personally, (b) when sent by confirmed telecopy or (c) one (1) day following when sent by commercial overnight courier with written verification of receipt, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section 9 (except that the Escrow Agent shall not be bound by or required to act upon any notice unless and until actually received by it).

<p>(a) If to FPLE Seabrook, at: FPL Energy Seabrook, LLC c/o FPL Energy, LLC 700 Universe Boulevard Juno Beach, FL 22408 Attention: Vice President and General Counsel</p> <p>(b) If to the Escrow Agent, at: Michael A. Ablowich State Treasurer State of New Hampshire State House Annex - Room 121 Concord, NH 03301</p> <p>With copies to: TBD Assistant Attorney General Office of the Attorney General Capitol Street Concord, NH 03301</p>	<p>(c) If to the NDFC, at: Thomas Getz, Chairman 8 Old Suncook Road Concord, NH 03301</p> <p>With copies to: Harold T. Judd 244 North Main Street Concord, NH 03301-5041</p> <p>d) If to MMWEC, at: Ronald C. DeCurzio, Director -Financial Services & Treasurer MMWEC PO Box 426, Moody Street Ludlow, MA 01056</p> <p>(e) If to Taunton, at: Joseph M Blain, Manager Taunton Municipal Lighting Plant 55 Weir St PO box 870 Taunton MA 02780</p> <p>(f) If to Hudson, at: Yakov D. Levin Hudson Light & Power Dept 40 Forest Ave Hudson MA 01749</p>
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Such notice will be treated as having been received upon actual receipt if actual receipt occurs earlier than as provided in clauses (a) through (c) hereof.

10. Cooperation. The Joint Owners and the NDFC shall provide to the Escrow Agent all instruments and documents within their respective powers to provide that are necessary for the Escrow Agent to perform his duties and responsibilities hereunder.

11. Termination. The Escrow Agent is not authorized to release Escrow Fund amounts other than as set forth in Sections 2(a)&(b) above and 11(b) below.

(a) This Agreement shall terminate (i) upon the issuance of an order by the NDFC holding that no further deposits shall be made into this Escrow Fund and ordering distribution, pursuant to Section 2 hereof, of all of the sums held in the Escrow Fund, or (ii) upon the mutual written agreement of the Joint Owners and the NDFC.

(b) In the event that any person or entity acting under color of law, other than the NDFC, directs the Escrow Agent to divert, transfer or release any amounts in the Escrow Fund to accounts or persons other than to (1) Joint Owner Decommissioning Trust accounts, or (2) any Joint Owner, as directed in Sections 2(a)&(b) above, and in the absence of the fiduciary duties created by this Escrow Agreement, the Escrow Agent would be compelled to so divert, transfer or release, then (1) this Agreement, and the Escrow Agent's authority hereunder, shall automatically terminate except as such authority relates to the giving of the required notice expressly set forth in the last sentence of this Section 11(b)), (2) the Escrow Agent shall immediately give irrevocable written notice to each of the custodian of the Escrow Fund (the "Custodian"), the NDFC, and each Joint Owner, to the effect that the provisions of this Section 11(b) have been triggered (a "Section 11(b) Event"), (3) notwithstanding, and in addition to, any prior notice to the Custodian by the Escrow Agent, the NDFC shall give irrevocable written notice to the Custodian of the Escrow Fund of the Section 11(b) Event, and (4) the

amounts in the Escrow Fund shall be directly transferred to the Trust and deposited into the respective accounts of each Joint Owner. The Escrow Agent's and NDFC's respective obligations to give the notices required by this Section 11(b)(2) shall survive the termination of this Agreement and the Escrow Agent's authority hereunder.

(c) In the event the Escrow is terminated pursuant to Section 11 (b), within thirty (30) days the NDFC will conduct a public meeting to consider revision of the funding assurance requirements of the Joint Owners. Further, at the earliest possible date, the NDFC will conduct a public hearing in compliance with RSA 162-F to consider revision of the schedule of payments obligations of the Joint Owners.

12. General.

(a) **Governing Law.** It is the intention of the parties hereto that the internal laws of the State of New Hampshire (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this Agreement.

(b) **Binding Upon Successors and Assigns.** Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the permitted successors and representatives of the parties to this Agreement.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected in this Agreement as signatories.

(d) **Entire Agreement.** This Agreement, the documents referenced in this Agreement and the exhibits to such documents, constitute the entire understanding and agreement of the parties to this Agreement with respect to the subject matter of this Agreement and of such documents and exhibits and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to this Agreement.

(e) **Waivers.** No waiver by any party to this Agreement of any condition or of any breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Agreement.

(f) **Amendment.** This Agreement may be amended with the written consent of the Joint Owners, the Escrow Agent and the NDFC, provided that if the Escrow Agent does not agree to an amendment agreed upon by the Joint Owners and the NDFC (except

an amendment which may adversely affect the rights or interests of the Escrow Agent), the NDFC will appoint a successor Escrow Agent in accordance with Section 7 of this Agreement.

(g) **Business Days.** As used herein, any reference herein to a “business day” shall mean any day other than a Saturday, Sunday or other day on which banks in Concord, New Hampshire are authorized or required to be closed.

(h) **Capitalized Terms.** To the extent not defined herein, capitalized terms shall have the same meaning ascribed to them in the Order.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written, and this Agreement shall be effective when executed by FPLE Seabrook, the Escrow Agent and the NDFC. The signatories to this Agreement acknowledge that amounts to be deposited into, and maintained in, the Escrow Fund are a funding assurance, the sufficiency and future disposition of which are within the purview of the NDFC. *See* RSA 162-F:14,VI; RSA162-F:21-c; RSA 162-F:22,III; *see also* Order at 34, 40-44. By executing this Agreement, each signatory affirms and represents that the signatory has the requisite power and authority to execute this Agreement. Each signatory further affirms and represents that they, or the principals upon whose behalf they have signed, have the authority to, and will, perform under and be bound by, the terms of this Agreement.

SEABROOK NUCLEAR STATION:

By: FPL ENERGY SEABROOK, LLC, SEABROOK MANAGING AGENT

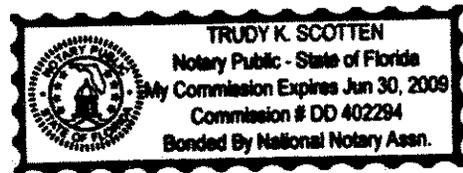
By: Charles Schulte
Name: Charles Schulte
Title: Secretary

Dated: 02/03/06

Subscribed and sworn to before me this 3 day of February, 2006.

Trudy K. Scotten
Notary Public

FPL ENERGY SEABROOK, LLC:

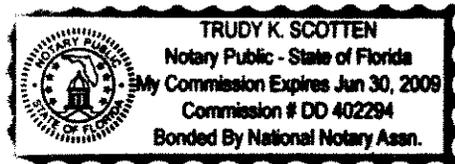


By: Charles Schulte
Name: Charles Schulte
Title: Secretary

Dated: 02/03/06

Subscribed and sworn to before me this 3 day of February, 2006.

Trudy K. Scotten
Notary Public



MASSACHUSETTS MUNICIPAL WHOLESALE ELECTRIC COMPANY

By: 

Name: Ronald C. DeCurzio

Title: Treasurer & Director Financial Services

Dated: February 13, 2006

Subscribed and sworn to before me this 13th day of February, 2006.


Notary Public

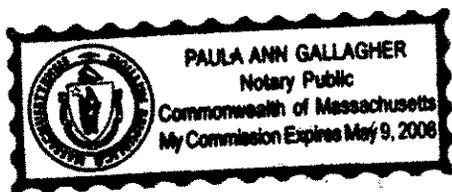
NANCY A. BROWN, Notary Public
Commonwealth of Massachusetts
Commission Expires Dec. 17, 2010

TAUNTON MUNICIPAL LIGHTING PLANT

By: *Joseph M. Blain*
Name: Joseph M. Blain
Title: General Manager

Dated: January 30, 2006

Subscribed and sworn to before me this 30th day of January, 2006.



Paula Ann Gallagher
Notary Public

HUDSON LIGHT AND POWER DEPARTMENT

By: *Yakov D. Levin*
Name: Yakov D. Levin
Title: Manager

Dated: 2/2/06

Subscribed and sworn to before me this 2ND day of FEBRUARY, 2006.

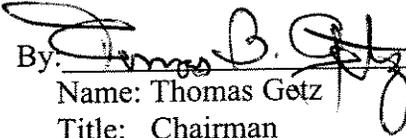
Christine F. Nadeau
Notary Public



CHRISTINE F. NADEAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Dec. 3, 2010

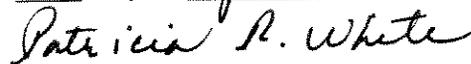
"FIRST AMENDED AND RESTATED ESCROW AGREEMENT"

NUCLEAR DECOMMISSIONING FINANCING COMMITTEE:

By: 
Name: Thomas Getz
Title: Chairman

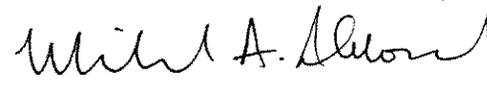
Dated: April 18, 2006

Subscribed and sworn to before me this 18th day of April, 2006.


Notary Public

PATRICIA R WHITE, Notary Public
My Commission Expires July 14, 2009

ESCROW AGENT:

By: 
Name: Michael Ablowich
Title: New Hampshire Treasurer

Dated: April 18, 2006

Subscribed and sworn to before me this 18th day of April, 2006.


Notary Public

PATRICIA R WHITE, Notary Public
My Commission Expires July 14, 2009

APPROVED AS TO FORM, SUBSTANCE AND EXECUTION:



Suzanne Gorman
Assistant Attorney General
State of New Hampshire

Dated: 5/8/06

Subscribed and sworn to before me this ____ day of _____, 2006.

Notary Public

EXHIBIT A

RELEASE CERTIFICATE

TO

[NEW HAMPSHIRE STATE TREASURER]

AS ESCROW AGENT

The undersigned, pursuant to Section 2 of the Escrow Agreement dated as of _____, 2004 among FPL Energy Seabrook, LLC, Massachusetts Municipal Wholesale Electric Company, Taunton Municipal Lighting Plant and Hudson Light and Power Department, the NDFC and you (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby instructs you to pay to FPL Energy Seabrook, as managing agent for the Joint Owners, from the Escrow Fund \$ _____, by wire transfer of immediately available funds to the account of FPLE Seabrook for distribution among the Joint Owners as follows:

FPL Energy Seabrook , LLC	Account No. _____,
Massachusetts Municipal Wholesale Electric Company	Account No. _____,
Taunton Municipal Lighting Plant	Account No. _____,
Hudson Light and Power Department	Account No. _____

The wire transfer is to be made within five business days of your receipt of this Certificate.

NUCLEAR DECOMMISSIONING FINANCING COMMITTEE

By: _____

Name:

Title:

Dated: _____