New Hampshire
Yankee

Ted C. Feigenbaum
President and
Chief Executive Officer

NYN- 91089

May 30, 1991

United States Nuclear Regulatory Commission
Washington, D.C. 20555

Attention: Dr. Thomas E. Murley, Director
Office of Nuclear Reactor Regulation

References: (a) Facility Operating License No. NPF-86, Docket No. 50-443

(b) NHY Letter NYN-90216 dated December 21, 1990, "Seabrook Station Nuclear Liability Insurance" T. C. Feigenbaum to T. E. Murley

Subject: Seabrook Station Nuclear Liability Insurance

Dear Dr. Murley:

Enclosed please find two certified copies of each of the following endorsements to the below listed nuclear liability insurance policies for Seabrook Station.

Policy No.	Endorsement No.
NF - 296	36, 37, 38, 39 and 40
MF - 127	29, 30, 31, 32 and 33
NW - 188	7 and 8
MW - 97	7 and 8
N - 109	12
M - 109	12

In addition, as a result of an internal review, it could not be positively determined that the insurance broker had transmitted all of the applicable nuclear liability insurance endorsements as required. Because of this, NHY has enclosed the following nuclear liability insurance endorsements:

Policy No.	Endorsement No.
NF - 296	14, and 17-28
MF - 127	11-21
NW - 188	1-5
MW - 97	1-5

0 309
9106050226 910530
PDR ADOCK 05000443
J PDR

m01 1/1

Policy No.	Endorsement No.
N - 109	3-8
M - 109	3-8

This information is provided in accordance with the requirements of 10CFR140.15. Should you have any questions regarding this information, please contact Mr. James M. Peschel, Regulatory Compliance Manager, at (603) 474-9521, extension 3772.

Very truly yours,

Ted C. Feigenbaum

Enclosure

TCF:ALL/les/ssl

cc: Document Control Desk
United States Nuclear Regulatory Commission
Washington, DC 20555

Mr. Thomas T. Martin
Regional Administrator
United States Nuclear Regulatory Commission
Region I
475 Allendale Road
King of Prussia, PA 19406

Mr. Gordon E. Edison, Sr. Project Manager
Project Directorate I-3
Division of Reactor Projects
U.S. Nuclear Regulatory Commission
Washington, DC 20555

Mr. Noel Dudley
NRC Senior Resident Inspector
P.O. Box 1149
Seabrook, NH 03874

New Hampshire Yankee
May 30, 1991

ENCLOSURE 1 TO NYN-91089
Policy No. NF-296
Endorsements 14, 17-28, 36, 37, 38, 39 and 40

Nuc ar Energy Liability Insu nce

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1987

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	10.961359%
Allianz Insurance Company	1.525059%
Allstate Insurance Company	5.337705%
American Home Assurance Co.	1.000820%
Continental Casualty Company	5.147073%
Continental Insurance Company	9.531616%
Federal Insurance Company	1.906323%
Fireman's Fund Insurance Co	3.050117%
Gen Accident Ins. Co of Amer.	1.525059%
General Ins. Co. of America	1.906323%
Hanover Insurance Company	.571897%
Hartford Accid.& Indemnity Co.	9.055036%
Hartford Steam Blr.Insp & Ins	.667213%
Highlands Insurance Company	.381265%
Home Indemnity Company	1.429742%
Ins. Co. of North America	6.481499%
Motors Insurance Corporation	.190632%
Ohio Casualty Insurance Co.	.190632%
Pacific Indemnity Company	.571897%
Providence Washington Ins. Co	.190632%
Reliance Insurance Company	.571897%
Royal Ins. Co. of America	4.003279%
St Paul Fire & Marine Ins Co.	5.779972%
State Farm Fire & Casualty Co	.953162%
Transamerica Insurance Co.	.953162%
Travelers Indemnity Company	12.391102%
U.S. Fidelity & Guaranty Co.	9.531616%
U.S. Fire Insurance Company	2.573537%
Universal Underwriters Ins Co	.190632%
Zurich Insurance Co.	1.429742%

NE-87

This is to certify that this is a true copy of the original Endorsement issued the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. No Insurance is afforded hereunder.

John [illegible], Vice President
American Nuclear Insurers

COPY

Effective Date of this Endorsement January 1, 1987 To form a part of Policy No. NF-296
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of Issue February 27, 1987 For the Subscribing Companies

By [signature]
General Manager

Endorsement No. 14 Countersigned by

Nuc ar Energy Liability Insu nce

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1987

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	10.961359%
Allianz Insurance Company	1.525059%
Allstate Insurance Company	5.337705%
American Home Assurance Co.	1.000820%
Continental Casualty Company	5.147073%
Continental Insurance Company	9.531616%
Federal Insurance Company	1.906323%
Fireman's Fund Insurance Co	3.050117%
Gen Accident Ins. Co of Amer.	1.525059%
General Ins. Co. of America	1.906323%
Hanover Insurance Company	.571897%
Hartford Accid.& Indemnity Co.	9.055036%
Hartford Steam Blr.Insp & Ins	.667213%
Highlands Insurance Company	.381265%
Home Indemnity Company	1.429742%
Ins. Co. of North America	6.481499%
Motors Insurance Corporation	.190632%
Ohio Casualty Insurance Co.	.190632%
Pacific Indemnity Company	.571897%
Providence Washington Ins. Co	.190632%
Reliance Insurance Company	.571897%
Royal Ins. Co. of America	4.003279%
St Paul Fire & Marine Ins Co.	5.779972%
State Farm Fire & Casualty Co	.953162%
Transamerica Insurance Co.	.953162%
Travelers Indemnity Company	12.391102%
U.S. Fidelity & Guaranty Co.	9.531616%
U.S. Fire Insurance Company	2.573537%
Universal Underwriters Ins Co	.190632%
Zurich Insurance Co.	1.429742%

NE-87

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. No insurance is afforded hereunder.
American Nuclear Insurers

COPY

Effective Date of this Endorsement January 1, 1987 To form a part of Policy No. NF-296
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of Issue February 27, 1987 For the Subscribing Companies

By _____
General Manager

Endorsement No. 14 Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF COVERAGE ENDORSEMENT

FOR WORKERS CLAIMS

(Facility Form)

PREAMBLE

1. The insurance and rating plan presently used by Nuclear Energy Liability Insurance Association ("NELIA") and Mutual Atomic Energy Liability Underwriters ("MAELU") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;

2. NELIA and MAELU believe that the lack of such a distinction will adversely affect their ability to continue to attract from world markets very large amounts of nuclear energy liability insurance for the nuclear industry;

3. NELIA and MAELU want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly NELIA and MAELU desire to restructure their present insurance programs, including this policy, effective January 1, 1988.

NOW, THEREFORE, the Named Insured and the companies do hereby agree as follows:

1. DEFINITIONS

When used in reference to this endorsement:

"this policy" means the policy of which this endorsement forms a part;

"nuclear related employment" means all work performed at one or more than one nuclear facility in the United States of America or in connection with the transportation of nuclear material to or from any such facility. All of a worker's nuclear related employment shall be considered as having begun on the first day of such employment, regardless of the number of employers involved or interruptions in such employment;

"worker" refers to a person who is or was engaged in nuclear related employment;

"workers claims" means claims for damages because of bodily injury to a worker caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material and arising out of or in the course of the worker's nuclear related employment;

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an "extraordinary nuclear occurrence" as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

2. APPLICATION OF THIS ENDORSEMENT

This endorsement applies only to such insurance as is afforded by this policy for workers claims which do not arise in whole or in part out of an extraordinary nuclear occurrence.

3. EXCLUSION OF NEW WORKERS CLAIMS

This policy does not apply to bodily injury to a worker which arises in whole or in part out of nuclear related employment that begins on or after January 1, 1988.

4. APPLICATION OF POLICY TO WORKERS CLAIMS NOT EXCLUDED

With respect to such insurance as is afforded by this policy for workers claims which are not excluded, Insuring Agreement IV does not apply and the following Insuring Agreement IV-A does apply:

IV-A APPLICATION OF POLICY TO WORKERS CLAIMS

This policy applies only to bodily injury (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured not later than the close of December 31, 1997.

5. AVAILABILITY OF SUPPLEMENTAL INSURANCE

NELIA and MAELU are offering to make insurance under one or more Master Worker Policies available to all holders of Nuclear Energy Liability Policies (Facility Form). THIS OFFER IS CONTINGENT ON SUFFICIENT SUPPORT FROM POLICYHOLDERS, AND MAY BE WITHDRAWN OR MODIFIED BY NELIA OR MAELU AS THEY DEEM NECESSARY OR APPROPRIATE.

The Master Worker Policies will provide, under their separate terms and conditions, coverage for new workers claims. Premiums will be subject to a separate Industry Retrospective Rating Plan.

COVERAGE UNDER THE NEW MASTER WORKER POLICIES IS NOT AUTOMATIC. A WRITTEN REQUEST MUST BE SUBMITTED TO NELIA OR MAELU THROUGH REGULAR MARKET CHANNELS.

It is understood and agreed that all of the provisions of this endorsement shall remain in full force and effect without regard to this Section 5, and without regard to whether or not the Named Insureds become insureds under the Master Worker Policies, or whether or not NELIA or MAELU terminate such policies or withdraw or modify their offer to underwrite such policies.

Executed for the companies

Date 12/15/87 By _____
(Signature of Authorized Officer)

John L. Quattrocchi, Vice President-Liability Underwriting
(Print or Type Name and Title of Officer)

The named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this endorsement to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Contruction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement".

Executed for the Named Insured

Seabrook Joint Owners Named below New Hampshire Yankee Division of Public Service Company of New Hampshire, agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name & Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John J. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the subscribing companies

By _____
General Manager

Endorsement No 17

Countersigned by _____

NE-64 (1/1/88)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF COVERAGE ENDORSEMENT

FOR WORKERS CLAIMS

(Facility Form)

PREAMBLE

1. The insurance and rating plan presently used by Nuclear Energy Liability Insurance Association ("NELIA") and Mutual Atomic Energy Liability Underwriters ("MAELU") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;

2. NELIA and MAELU believe that the lack of such a distinction will adversely affect their ability to continue to attract from world markets very large amounts of nuclear energy liability insurance for the nuclear industry;

3. NELIA and MAELU want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly NELIA and MAELU desire to restructure their present insurance programs, including this policy, effective January 1, 1988.

NOW, THEREFORE, the Named Insured and the companies do hereby agree as follows:

1. DEFINITIONS

When used in reference to this endorsement:

"this policy" means the policy of which this endorsement forms a part;

"nuclear related employment" means all work performed at one or more than one nuclear facility in the United States of America or in connection with the transportation of nuclear material to or from any such facility. All of a worker's nuclear related employment shall be considered as having begun on the first day of such employment, regardless of the number of employers involved or interruptions in such employment;

"worker" refers to a person who is or was engaged in nuclear related employment;

"workers claims" means claims for damages because of bodily injury to a worker caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material and arising out of or in the course of the worker's nuclear related employment;

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an "extraordinary nuclear occurrence" as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

2. APPLICATION OF THIS ENDORSEMENT

This endorsement applies only to such insurance as is afforded by this policy for workers claims which do not arise in whole or in part out of an extraordinary nuclear occurrence.

3. EXCLUSION OF NEW WORKERS CLAIMS

This policy does not apply to bodily injury to a worker which arises in whole or in part out of nuclear related employment that begins on or after January 1, 1988.

4. APPLICATION OF POLICY TO WORKERS CLAIMS NOT EXCLUDED

With respect to such insurance as is afforded by this policy for workers claims which are not excluded, Insuring Agreement IV does not apply and the following Insuring Agreement IV-A does apply:

IV-A APPLICATION OF POLICY TO WORKERS CLAIMS

This policy applies only to bodily injury (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured not later than the close of December 31, 1997.

5. AVAILABILITY OF SUPPLEMENTAL INSURANCE

NELIA and MAELU are offering to make insurance under one or more Master Worker Policies available to all holders of Nuclear Energy Liability Policies (Facility Form). THIS OFFER IS CONTINGENT ON SUFFICIENT SUPPORT FROM POLICYHOLDERS, AND MAY BE WITHDRAWN OR MODIFIED BY NELIA OR MAELU AS THEY DEEM NECESSARY OR APPROPRIATE.

The Master Worker Policies will provide, under their separate terms and conditions, coverage for new workers claims. Premiums will be subject to a separate Industry Retrospective Rating Plan.

COVERAGE UNDER THE NEW MASTER WORKER POLICIES IS NOT AUTOMATIC. A WRITTEN REQUEST MUST BE SUBMITTED TO NELIA OR MAELU THROUGH REGULAR MARKET CHANNELS.

It is understood and agreed that all of the provisions of this endorsement shall remain in full force and effect without regard to this Section 5, and without regard to whether or not the Named Insureds become insureds under the Master Worker Policies, or whether or not NELIA or MAELU terminate such policies or withdraw or modify their offer to underwrite such policies.

Executed for the companies

Date 12/15/87 By J. L. Quattrocchi
(Signature of Authorized Officer)

John L. Quattrocchi, Vice President-Liability Underwriting
(Print or Type Name and Title of Officer)

The named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this endorsement to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Contruction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement".

Executed for the Named Insured

Seabrook Joint Owners Named below New Hampshire Yankee Division of Public Service Company of New Hampshire, agent

Date 12/4/87 By Edward A. Brown
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name & Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated by No. [illegible] attached hereunder.

John L. Quattrochi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the subscribing companies

By _____
General Manager

Endorsement No 17

Countersigned by _____

NE-64 (1/1/88)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 16 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 83,099.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $ 60,830.00.

Return Premium: $ 180,194.00.

This is to certify that this is a true copy of the original Endorsement bearing the countersignature and being made part of the Nuclear [illegible] (Facility Form) as designated thereon. This [illegible] effective date.

J. B. Deathridge

John L. [illegible] American Nuclear Insurers

Effective Date of this Endorsement January 1, 1987 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue December 3, 1987

For the Subscribing Companies

By _____

General Manager

Endorsement No 18

Countersigned by _____

NE-36

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 16 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $83,099.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $60,830.00.

Return Premium: $ 180,194.00.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the [illegible] Liability Policy (Facility Form) as described herein and to which it is attached hereunder.

John J. Kenbrovich, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1987 12:01 A.M. Standard Time

To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue December 3, 1987

For the Subscribing Companies

By [signature]

PRESIDENT

Endorsement No 18

Countersigned by [signature]

NE-36

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988 ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

   $ 95,564.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

   $ 70,303.00 .

This is to certify that this is a true copy of the original Endorsement showing the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. No insurance is afforded hereunder.

J. B. Deathridge
Vice President Liability Underwriting
American Nuclear Insurers

Effective Date of This Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No. NF-296

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the subscribing companies

By _____
General Manager

Endorsement No. 19

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988 ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is

   $ 95,564.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of any change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

   $ 70,303.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the [illegible] Liability Policy (Facility Form) as described hereunder.

J. B. Deathridge
Vice President-Underwriting
American Nuclear Insurers

Effective Date of This Endorsement: January 1, 1988, 12:01 A.M. Standard Time — To form a part of Policy No. NF-296

Issued to: Seabrook Joint Owners

Date of Issue: December 15, 1987

For the subscribing companies

By: [signature]
General Manager

Endorsement No. 19

Countersigned by: J. B. Deathridge

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Amendatory Endorsement

It is agreed that:

1. Endorsement No. 10 is deleted.

2. The "Seabrook Joint Owners," as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

. Public Service of New Hampshire
. United Illuminating Company
. Massachusetts Municipal Wholesale Electric Company
. New England Power Company (New England Electric)
. Connecticut Light and Power Company (Northeast Utilities)
. Canal Electric Company
. Montaup Electric Company
. New Hampshire Electric Cooperative
. Vermont Electric Cooperative
. Taunton Municipal Lighting Plant Commission
. Hudson Light and Power Department
. EUA Power Corp. (Eastern Utilities Associates)

Except with respect to compliance with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John D. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement November 20, 1987
12:01 A.M. Standard Time

To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue December 24, 1987

for the subscribing companies

COPY

By _____
General Manager

Endorsement No 20

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Amendatory Endorsement

It is agreed that:

1. Endorsement No. 10 is deleted.

2. The "Seabrook Joint Owners," as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

. Public Service of New Hampshire
. United Illuminating Company
. Massachusetts Municipal Wholesale Electric Company
. New England Power Company (New England Electric)
. Connecticut Light and Power Company (Northeast Utilities)
. Canal Electric Company
. Montaup Electric Company
. New Hampshire Electric Cooperative
. Vermont Electric Cooperative
. Taunton Municipal Lighting Plant Commission
. Hudson Light and Power Department
. EUA Power Corp. (Eastern Utilities Associates)

Except with respect to complaince with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No coverage is afforded hereunder.

John J. Quattrock, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement November 20, 1987
12:01 A.M. Standard Time

To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue December 24, 1987

for the subscribing companies

By _____
General Manager

Endorsement No 20

Countersigned by _____

COPY

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that:

1. Endorsement No. 20 and Endorsement No. 10 are deleted.

2. The "Seabrook Joint Owners", as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

- Public Service of New Hampshire
- United Illuminating Company
- Massachusetts Municipal Wholesale Electric Company
- New England Power Company (New England Electric)
- Connecticut Light and Power Company (Northeast Utilities)
- Canal Electric Company
- Montaup Electric Company
- New Hampshire Electric Cooperative
- Vermont Electric Cooperative
- Taunton Municipal Lighting Plant Commission
- Hudson Light and Power Department
- EUA Power Corp. (Eastern Utilities Associates)

Except with respect to compliance with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

J. E. Scarbrough

John L. Scarbrough, Vice President-Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement November 25, 1986
12:01 A.M. Standard Time

To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue January 21, 1988

For the Subscribing companies

By _____
General Manager

Endorsement No 21

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that:

1. Endorsement No. 20 and Endorsement No. 10 are deleted.

2. The "Seabrook Joint Owners", as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

- Public Service of New Hampshire
- United Illuminating Company
- Massachusetts Municipal Wholesale Electric Company
- New England Power Company (New England Electric)
- Connecticut Light and Power Company (Northeast Utilities)
- Canal Electric Company
- Montaup Electric Company
- New Hampshire Electric Cooperative
- Vermont Electric Cooperative
- Taunton Municipal Lighting Plant Commission
- Hudson Light and Power Department
- EUA Power Corp. (Eastern Utilities Associates)

Except with respect to compliance with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

Effective Date of this Endorsement November 25, 1986 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue January 21, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 21

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1988

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1988, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.730961%
Allianz Insurance Company	1.493766%
Allstate Insurance Company	5.455641%
American Home Assurance Co.	0.682380%
Continental Casualty Company	5.264677%
Continental Insurance Company	10.184769%
Federal Insurance Company	2.121827%
Gen Accident Ins. Co of Amer.	1.697461%
General Ins. Co. of America	1.697461%
Hanover Insurance Company	0.586473%
Hartford Accid.& Indemnity Co.	10.184769%
Highlands Insurance Company	0.339492%
Home Indemnity Company	1.591370%
Ins. Co. of North America	7.638577%
Motors Insurance Corporation	0.169746%
Ohio Casualty Insurance Co.	0.169746%
Pacific Indemnity Company	0.594112%
Providence Washington Ins. Co.	0.190964%
Reliance Insurance Company	0.509238%
Royal Ins. Co. of America	3.564669%
St Paul Fire & Marine Ins. Co.	5.905468%
State Farm Fire & Casualty Co.	0.848731%
Tokio Marine & Fire Co.	0.509238%
Transamerica Insurance Co.	0.848731%
Travelers Indemnity Company	12.670701%
U.S. Fidelity & Guaranty Co.	8.487307%
U.S. Fire Insurance Company	2.291573%
Universal Underwriters Ins Co.	0.169746%
Zurich Insurance Company	1.400406%

NE-98

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue March 1, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 22

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1988

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1988, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.730961%
Allianz Insurance Company	1.493766%
Allstate Insurance Company	5.455641%
American Home Assurance Co.	0.682380%
Continental Casualty Company	5.264677%
Continental Insurance Company	10.184769%
Federal Insurance Company	2.121827%
Gen Accident Ins. Co of Amer.	1.697461%
General Ins. Co. of America	1.697461%
Hanover Insurance Company	0.586473%
Hartford Accid.& Indemnity Co.	10.184769%
Highlands Insurance Company	0.339492%
Home Indemnity Company	1.591370%
Ins. Co. of North America	7.638577%
Motors Insurance Corporation	0.169746%
Ohio Casualty Insurance Co.	0.169746%
Pacific Indemnity Company	0.594112%
Providence Washington Ins. Co.	0.190964%
Reliance Insurance Company	0.509238%
Royal Ins. Co. of America	3.564669%
St Paul Fire & Marine Ins. Co.	5.905468%
State Farm Fire & Casualty Co.	0.848731%
Tokio Marine & Fire Co.	0.509238%
Transamerica Insurance Co.	0.848731%
Travelers Indemnity Company	12.670701%
U.S. Fidelity & Guaranty Co.	8.487307%
U.S. Fire Insurance Company	2.291573%
Universal Underwriters Ins Co.	0.169746%
Zurich Insurance Company	1.400406%
NE-88	

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated thereon, issued by the undersigned under.

Effective Date of this Endorsement January 1, 1988 (12:01 A.M. Standard time) To form a part of Policy No. NF-296

Issued to Seabrook Joint Owners

Date of Issue March 1, 1988

For the Subscribing Companies,

By _____
General Manager

Endorsement No. 22

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that Item 3 of the Declarations, "The Operator of the Facility," is amended to read:

The Operator of the Facility is New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereby.

John L. Quattrocchi, Vice President Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the subscribing companies

By _____
General Manager

Endorsement No 23

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that Item 3 of the Declarations, "The Operator of the Facility," is amended to read:

The Operator of the Facility is New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.

John B. Deathridge, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 23

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR: 1989

1. ADVANCE PREMIUM. It is agreed that the Advance Premium due the companies for the period designated above is:

$ 102,892.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

$ 75,873.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John L. Quattrone, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989
12:01 A.M. Standard Time

To form a part of Policy No. NF-296

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By _____
General Manager

Countersigned by _____
Authorized Representative

Endorsement No. 24

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 102,892.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

$ 75,873.00 .

This endorsement is a true copy of the original endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. The insurance is afforded hereunder.

J. B. Deatherage

John J. Deatherage, Jr., Vice President/Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. NF-296

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By R. Richardson
General Manager

Countersigned by J. B. Deatherage
Authorized Representative

Endorsement No. 24

FILE

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure "$124,000,000" stated in Condition 4 of this policy is amended to read "$155,000,000."

This is to certify that this is a true copy of the original [illegible] bearing the endorsement number and being made part [illegible] Energy Liability Policy (Facility Form) as described [illegible] hereunder.

John L. Gattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement August 31, 1988 To form a part of Certificate No. NF-296
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 25

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure "$124,000,000" stated in Condition 4 of this policy is amended to read "$155,000,000."

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 31, 1988 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the subscribing companies

By _____
General Manager

Endorsement No 25

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT

(After Prior Increase)

It is agreed that:

1. The limit of the companies' liability stated in Item 4 of the declarations as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read $ 155,000,000.00 ; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.

2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

3. The original limit of liability stated in Item 4 of the declarations, the limit(s) of liability stated in the Increase of Limit of Liability Endorsement(s) listed below and the amended limit of liability stated in paragraph 1 above shall not be cumulative; and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)

Endorsement No. (s): 11

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 26

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT

(After Prior Increase)

It is agreed that:

1. The limit of the companies' liability stated in Item 4 of the declarations as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read $ 155,000,000.00 ; but in the event that any payments have neretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.

2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

3. The original limit of liability stated in Item 4 of the declarations, the limit(s) of liability stated in the Increase of Limit of Liability Endorsement(s) listed below and the amended limit of liability stated in paragraph 1 above shall not be cumulative; and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)

Endorsement No. (s) 11

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described thereon. No Insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the subscribing companies

By _____
PRESIDENT

Endorsement No 26

Countersigned by _____

NE-12A (1/1/81)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1989

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1989, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.950797%
Allianz Insurance Company	1.519560%
Allstate Insurance Company	5.549848%
American Home Assurance Co.	0.694163%
Continental Casualty Company	5.355586%
Continental Insurance Company	10.360636%
Federal Insurance Company	2.158466%
General Ins. Co. of America	1.726773%
Hanover Insurance Company	0.596600%
Hartford Accid. & Indemnity Co.	10.360636%
Highlands Insurance Company	0.345355%
Home Indemnity Company	1.618849%
Ins. Co of North America	7.770477%
Motors Insurance Corporation	0.172677%
Ohio Casualty Insurance Co.	0.172677%
Pacific Indemnity Company	0.604370%
Providence Washington Ins. Co.	0.194262%
Reliance Insurance Company	0.518032%
Royal Ins. Co. of America	3.626223%
St. Paul Fire & Marine Ins. Co.	6.007442%
State Farm Fire & Casualty Co.	0.863386%
Tokio Marine & Fire Ins. Co.	0.518032%
Transamerica Insurance Co.	0.863386%
Travelers Indemnity Company	12.889495%
U.S. Fire Insurance Company	2.331143%
U.S. Fidelity & Guaranty Co.	8.633864%
Universal Underwriters Ins. Co.	0.172677%
Zurich Insurance Company	1.424588%
Total	100.000000%

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue March 13, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 27

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1989

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1989, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.950797%
Allianz Insurance Company	1.519560%
Allstate Insurance Company	5.549848%
American Home Assurance Co.	0.694163%
Continental Casualty Company	5.355586%
Continental Insurance Company	10.360636%
Federal Insurance Company	2.158466%
General Ins. Co. of America	1.726773%
Hanover Insurance Company	0.596600%
Hartford Accid. & Indemnity Co.	10.360636%
Highlands Insurance Company	0.345355%
Home Indemnity Company	1.618849%
Ins. Co. of North America	7.770477%
Motors Insurance Corporation	0.172677%
Ohio Casualty Insurance Co.	0.172677%
Pacific Indemnity Company	0.604370%
Providence Washington Ins. Co.	0.194262%
Reliance Insurance Company	0.518032%
Royal Ins. Co. of America	3.626223%
St. Paul Fire & Marine Ins. Co.	6.007442%
State Farm Fire & Casualty Co.	0.863386%
Tokio Marine & Fire Ins. Co.	0.518032%
Transamerica Insurance Co.	0.863386%
Travelers Indemnity Company	12.889495%
U.S. Fire Insurance Company	2.331143%
U.S. Fidelity & Guaranty Co.	8.633864%
Universal Underwriters Ins. Co.	0.172677%
Zurich Insurance Company	1.424586%
Total	100.000000%

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereunder.
No Insurance Company
John L. Baldracchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 To form a part of Policy No. NF-296
12:01 A. M. Standard time

Issued to Seabrook Joint Owners

Date of Issue March 13, 1989

For the Subscribing Companies,

By _____
President

Endorsement No. 27 Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 24 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $154,315.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $114,954.00.

Additional Premium: $51,424.00.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. [illegible]
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue July 10, 1989

For the Subscribing Companies

By [signature]

PRESIDENT

Endorsement No 28

Countersigned by [signature]

E-36

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 24 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $154,315.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $114,954.00.

Additional Premium: $51,424.00.

This is to certify that this is a true copy of the original endorsement number and being made part of the Liability Policy (Facility Form) as described and hereunder.

John L. Gattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NF-296

Issued to Seabrook Joint Owners

Date of Issue July 10, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 28

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1990

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1990, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.917337%
Allianz Insurance Company	1.515634%
Allstate Insurance Company	5.535510%
American Home Assurance Co.	0.692369%
Continental Casualty Company	5.341750%
Continental Insurance Company	10.333870%
Federal Insurance Company	2.755699%
General Ins. Co. of America	1.722312%
Hanover Insurance Company	0.595059%
Hartford Fire Insurance Co.	10.333870%
Highlands Insurance Company	0.344462%
Home Indemnity Company	1.614667%
Ins. Co. of North America	7.750403%
Motors Insurance Corporation	0.430578%
Ohio Casualty Insurance Co.	0.172231%
Providence Washington Ins. Co.	0.193760%
Reliance Insurance Company	0.516694%
Royal Ins. Co. of America	3.616855%
St. Paul Fire & Marine Ins. Co.	5.991922%
State Farm Firm & Casualty Co.	0.861156%
Tokio Marine & Fire Ins. Co.	0.516694%
Transamerica Insurance Co.	0.861156%
Travelers Indemnity Company	12.856195%
U. S. Fire Insurance Company	2.325121%
U.S. Fidelity & Guaranty Co.	8.611558%
Universal Underwriters Ins. Co.	0.172231%
Zurich Insurance Company	1.420907%
Total	100.000000%

NE-90

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-296
12:01 A. M. Standard time

Issued to Seabrook Joint Owners

Date of Issue April 1, 1990

For the Subscribing Companies,

By _____
President

Endorsement No. 36 Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1990

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1990, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.917337%
Allianz Insurance Company	1.515634%
Allstate Insurance Company	5.535510%
American Home Assurance Co.	0.692369%
Continental Casualty Company	5.341750%
Continental Insurance Company	10.333870%
Federal Insurance Company	2.755699%
General Ins. Co. of America	1.722312%
Hanover Insurance Company	0.595059%
Hartford Fire Insurance Co.	10.333870%
Highlands Insurance Company	0.344462%
Home Indemnity Company	1.614667%
Ins. Co. of North America	7.750403%
Motors Insurance Corporation	0.430578%
Ohio Casualty Insurance Co.	0.172231%
Providence Washington Ins. Co.	0.193760%
Reliance Insurance Company	0.516694%
Royal Ins. Co. of America	3.616855%
St. Paul Fire & Marine Ins. Co.	5.991922%
State Farm Firm & Casualty Co.	0.861156%
Tokio Marine & Fire Ins. Co.	0.516694%
Transamerica Insurance Co.	0.861156%
Travelers Indemnity Company	12.856195%
U. S. Fire Insurance Company	2.325121%
U.S. Fidelity & Guaranty Co.	8.611558%
Universal Underwriters Ins. Co.	0.172231%
Zurich Insurance Company	1.420907%
Total	100.000000%

NE-90

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. No insurance is afforded hereunder.

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-296
12:01 A. M. Standard time

Issued to Seabrook Joint Owners

Date of Issue April 1, 1990

For the Subscribing Companies,

By _____
President

Endorsement No. 36 Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premiu due the companies for the period designated above is: $688,383.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $520,846.00

This is to certify that this ... true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. Quadrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Policy No. NF-0296

Issued to: Seabrook Joint Owners

Date of Issue: December 11, 1990

For the subscribing companies

By _____
President

Endorsement No: 37

Countersigned by _____

NE-36

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $688,383.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $520,846.00

This is to certify that this is a true copy of the original Endorsement bearing the endorsement number and being made part of this [illegible] Liability Policy (Facility Form) as last issued thereon. No insurance is afforded hereunder.

John L. [illegible], Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Policy No. NF-0296

Issued to: Seabrook Joint Owners

Date of Issue: December 11, 1990

For the subscribing companies

By _____
President

Endorsement No: 37

Countersigned by _____

NE-36

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Amendatory Endorsement

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue October 22, 1990

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No 38

Countersigned by _____

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Amendatory Endorsement

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Policy No NF-296

Issued to Seabrook Joint Owners

Date of Issue October 22, 1990

For the Subscribing Companies

By _____ PRESIDENT

Endorsement No 38

Countersigned by _____

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.21 feet to an iron pipe; thence, North 55° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 35° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1991

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1991, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Co.	12.360226%
Allianz Insurance Company	1.450267%
Allstate Insurance Company	5.296769%
American Home Assurance Co.	0.662508%
Continental Casualty Company	5.111366%
Continental Insurance Company	9.888181%
Federal Insurance Company	2.636848%
Gen. Accident Ins. Co. of Amer.	1.648030%
General Ins. Co. of America	1.648030%
Hanover Insurance Company	0.618011%
Hartford Fire Insurance Co	9.888181%
Highlands Insurance Company	0.329606%
Home Indemnity Company	1.545028%
Ins. Company of North America	7.416136%
Maryland Casualty Company	2.801651%
Motors Insurance Corporation	0.412008%
Ohio Casualty Insurance Co.	0.164803%
Reliance Insurance Company	0.494409%
Royal Ins. Co. of America	3.460863%
St. Paul Fire & Marine Ins. Co.	5.733498%
State Farm Firm & Casualty Co.	0.824015%
Tokio Marine & Fire Ins. Co.	0.494409%
Transamerica Insurance Co.	0.824015%
Travelers Indemnity Company	12.301721%
U. S. Fidelity & Guaranty Co.	8.240151%
U. S. Fire Insurance Company	2.224842%
Universal Underwriters Ins. Co.	0.164803%
Zurich Insurance Company	1.359625%
Total	100.00 000%

NE-91

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. NEIL Insurance is affixed hereto.

John L. Quatrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1991 To form a part of Policy No. NF-296
12:01 A. M. Standard time

Issued to Seabrook Joint Owners

Date of Issue April 1, 1991

For the Subscribing Companies,

By _____
President

Endorsement No. 39 Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1991

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

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2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1991, or to the time of the termination or cancellation of the policy, if sooner.

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Continental Insurance Company	9.888181%
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Gen. Accident Ins. Co. of Amer.	1.648030%
General Ins. Co. of America	1.648030%
Hanover Insurance Company	0.618011%
Hartford Fire Insurance Co.	9.888181%
Highlands Insurance Company	0.329606%
Home Indemnity Company	1.545028%
Ins. Company of North America	7.416136%
Maryland Casualty Company	2.801651%
Motors Insurance Corporation	0.412008%
Ohio Casualty Insurance Co.	0.164803%
Reliance Insurance Company	0.494409%
Royal Ins. Co. of America	3.460863%
St Paul Fire & Marine Ins. Co.	5.733498%
State Farm Firm & Casualty Co.	0.824015%
Tokio Marine & Fire Ins. Co.	0.494409%
Transamerica Insurance Co.	0.824015%
Travelers Indemnity Company	12.301721%
U. S. Fidelity & Guaranty Co.	8.240151%
U. S. Fire Insurance Company	2.224842%
Universal Underwriters Ins. Co.	0.164803%
Zurich Insurance Company	1.359625%
Total	100.000000%

NE-91

Effective Date of this Endorsement January 1, 1991 To form a part of Policy No. NF-296
12:01 A. M. Standard time

Issued to Seabrook Joint Owners

Date of Issue April 1, 1991

For the Subscribing Companies,

By _____
President

Endorsement No. 39 Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 29 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: **$615,743.00**

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **$465,640.00**

RETURN PREMIUM: $255,628.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No Insurance is afforded hereunder.

John [illegible] Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: **January 1, 1990**
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF-0296**

Issued to: **Seabrook Joint Owners**

Date of Issue: **May 2, 1991**

For the subscribing companies

By _____
President

Endorsement No: **40**

Countersigned by _____

NE-36

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 29 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $615,743.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $465,640.00

RETURN PREMIUM: $255,628.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John J. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement: January 1, 1990 (12:01 A.M. Standard Time)

To form a part of Policy No. NF-0296

Issued to: Seabrook Joint Owners

Date of Issue: May 2, 1991

For the subscribing companies

By _____ President

Countersigned by _____

Endorsement No: 40

NE-36

ENCLOSURE 2 TO NYN-91089
Policy No. MF-127
Endorsements 11-21, 29, 30, 31, 32 and 33

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF COVERAGE ENDORSEMENT

FOR WORKERS CLAIMS

(Facility Form)

PREAMBLE

1. The insurance and rating plan presently used by Mutual Atomic Energy Liability Underwriters ("MAELU") and Nuclear Energy Liability Insurance Association ("NELIA") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;

2. MAELU and NELIA believe that the lack of such a distinction will adversely affect their ability to continue to attract from world markets very large amounts of nuclear energy liability insurance for the nuclear industry;

3. MAELU and NELIA want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly MAELU and NELIA desire to restructure their present insurance programs, including this policy, effective January 1, 1988.

NOW, THEREFORE, the Named Insured and the companies do hereby agree as follows:

1. DEFINITIONS

When used in reference to this endorsement:

"this policy" means the policy of which this endorsement forms a part;

"nuclear related employment" means all work performed at one or more than one nuclear facility in the United States of America or in connection with the transportation of nuclear material to or from any such facility. All of a worker's nuclear related employment shall be considered as having begun on the first day of such employment, regardless of the number of employers involved or interruptions in such employment;

"worker" refers to a person who is or was engaged in nuclear related employment;

"workers claims" means claims for damages because of bodily injury to a worker caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material and arising out of or in the course of the worker's nuclear related employment;

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an "extraordinary nuclear occurrence" as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

2. APPLICATION OF THIS ENDORSEMENT

This endorsement applies only to such insurance as is afforded by this policy for workers claims which do not arise in whole or in part out of an extraordinary nuclear occurrence.

3. EXCLUSION OF NEW WORKERS CLAIMS

This policy does not apply to bodily injury to a worker which arises in whole or in part out of nuclear related employment that begins on or after January 1, 1988.

4. APPLICATION OF POLICY TO WORKERS CLAIMS NOT EXCLUDED

With respect to such insurance as is afforded by this policy for workers claims which are not excluded, Insuring Agreement IV does not apply and the following Insuring Agreement IV-A does apply:

IV-A APPLICATION OF POLICY TO WORKERS CLAIMS

This policy applies only to bodily injury (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured not later than the close of December 31, 1997.

5. AVAILABILITY OF SUPPLEMENTAL INSURANCE

MAELU and NELIA are offering to make insurance under one or more Master Worker Policies available to all holders of Nuclear Energy Liability Policies (Facility Form). THIS OFFER IS CONTINGENT ON SUFFICIENT SUPPORT FROM POLICYHOLDERS, AND MAY BE WITHDRAWN OR MODIFIED BY MAELU OR NELIA AS THEY DEEM NECESSARY OR APPROPRIATE.

The Master Worker Policies will provide, under their separate terms and conditions, coverage for new workers claims. Premiums will be subject to a separate Industry Retrospective Rating Plan.

COVERAGE UNDER THE NEW MASTER WORKER POLICIES IS NOT AUTOMATIC. A WRITTEN REQUEST MUST BE SUBMITTED TO NELIA OR MAELU THROUGH REGULAR MARKET CHANNELS.

It is understood and agreed that all of the provisions of this endorsement shall remain in full force and effect without regard to this Section 5, and without regard to whether or not the Named Insureds become insureds under the Master Worker Policies, or whether or not NELIA or MAELU terminate such policies or withdraw or modify their offer to underwrite such policies.

Executed for the companies

Date 12/15/87 By _____
(Signature of Authorized Officer)

John L. Quattrocchi, Vice President-Liability Underwriting
(Print or Type Name and Title of Officer)

The named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this endorsement to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Contruction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement".

Executed for the Named Insured

Seabrook Joint Owners Named below New Hampshire Yankee Division of Public Service Company of New Hampshire, agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name & Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated by the Insurer. No insurance is afforded hereunder.

J. S. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of Policy No. MF-127

Issue to Seabrook Joint Owners

Date of Issue October 19, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 11

Countersigned by

AUTHORIZED REPRESENTATIVE

ME-64 (1/1/88)

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF COVERAGE ENDORSEMENT

FOR WORKERS CLAIMS

(Facility Form)

PREAMBLE

1. The insurance and rating plan presently used by Mutual Atomic Energy Liability Underwriters ("MAELU") and Nuclear Energy Liability Insurance Association ("NELIA") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;

2. MAELU and NELIA believe that the lack of such a distinction will adversely affect their ability to continue to attract from world markets very large amounts of nuclear energy liability insurance for the nuclear industry;

3. MAELU and NELIA want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly MAELU and NELIA desire to restructure their present insurance programs, including this policy, effective January 1, 1988.

NOW, THEREFORE, the Named Insured and the companies do hereby agree as follows:

1. DEFINITIONS

When used in reference to this endorsement:

"this policy" means the policy of which this endorsement forms a part;

"nuclear related employment" means all work performed at one or more than one nuclear facility in the United States of America or in connection with the transportation of nuclear material to or from any such facility. All of a worker's nuclear related employment shall be considered as having begun on the first day of such employment, regardless of the number of employers involved or interruptions in such employment;

"worker" refers to a person who is or was engaged in nuclear related employment;

"workers claims" means claims for damages because of bodily injury to a worker caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material and arising out of or in the course of the worker's nuclear related employment;

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an "extraordinary nuclear occurrence" as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

2. APPLICATION OF THIS ENDORSEMENT

This endorsement applies only to such insurance as is afforded by this policy for workers claims which do not arise in whole or in part out of an extraordinary nuclear occurrence.

3. EXCLUSION OF NEW WORKERS CLAIMS

This policy does not apply to bodily injury to a worker which arises in whole or in part out of nuclear related employment that begins on or after January 1, 1988.

4. APPLICATION OF POLICY TO WORKERS CLAIMS NOT EXCLUDED

With respect to such insurance as is afforded by this policy for workers claims which are not excluded, Insuring Agreement IV does not apply and the following Insuring Agreement IV-A does apply:

IV-A APPLICATION OF POLICY TO WORKERS CLAIMS

This policy applies only to bodily injury (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured not later than the close of December 31, 1997.

5. AVAILABILITY OF SUPPLEMENTAL INSURANCE

MAELU and NELIA are offering to make insurance under one or more Master Worker Policies available to all holders of Nuclear Energy Liability Policies (Facility Form). THIS OFFER IS CONTINGENT ON SUFFICIENT SUPPORT FROM POLICYHOLDERS, AND MAY BE WITHDRAWN OR MODIFIED BY MAELU OR NELIA AS THEY DEEM NECESSARY OR APPROPRIATE.

The Master Worker Policies will provide, under their separate terms and conditions, coverage for new workers claims. Premiums will be subject to a separate Industry Retrospective Rating Plan.

COVERAGE UNDER THE NEW MASTER WORKER POLICIES IS NOT AUTOMATIC. A WRITTEN REQUEST MUST BE SUBMITTED TO NELIA OR MAELU THROUGH REGULAR MARKET CHANNELS.

It is understood and agreed that all of the provisions of this endorsement shall remain in full force and effect without regard to this Section 5, and without regard to whether or not the Named Insureds become insureds under the Master Worker Policies, or whether or not NELIA or MAELU terminate such policies or withdraw or modify their offer to underwrite such policies.

Executed for the companies

Date 12/15/87 By _____
(Signature of Authorized Officer)

John L. Quattrocchi, Vice President-Liability Underwriting
(Print or Type Name and Title of Officer)

The named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this endorsement to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Contruction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement".

Executed for the Named Insured

Seabrook Joint Owners Named below New Hampshire Yankee Division of Public Service Company of New Hampshire, agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name & Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereunder.

John L. Quattrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of Policy No. MF-127

Issue to Seabrook Joint Owners

Date of Issue October 19, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 11

Countersigned by

AUTHORIZED REPRESENTATIVE

ME-64 (1/1/88)

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that:

1. The "Seabrook Joint Owners", as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

- Public Service of New Hampshire
- United Illuminating Company
- Massachusetts Municipal Wholesale Electric Company
- New England Power Company (New England Electric)
- Connecticut Light and Power Company (Northeast Utilities)
- Canal Electric Company
- Montaup Electric Company
- New Hampshire Electric Cooperative
- Vermont Electric Cooperative
- Taunton Municipal Lighting Plant Commission
- Hudson Light and Power Department
- EUA Power Corp. (Eastern Utilities Associates)

Except with respect to compliance with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

Effective Date of this Endorsement November 25, 1986 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue January 21, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 14

Countersigned by _____
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that:

1. The "Seabrook Joint Owners", as used in Item 1, Named Insured, of the Declarations is comprised of the following utility companies:

Utility

- Public Service of New Hampshire
- United Illuminating Company
- Massachusetts Municipal Wholesale Electric Company
- New England Power Company (New England Electric)
- Connecticut Light and Power Company (Northeast Utilities)
- Canal Electric Company
- Montaup Electric Company
- New Hampshire Electric Cooperative
- Vermont Electric Cooperative
- Taunton Municipal Lighting Plant Commission
- Hudson Light and Power Department
- EUA Power Corp. (Eastern Utilities Associates)

Except with respect to compliance with the obligations imposed on the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, New Hampshire Yankee Division of Public Service Company of New Hampshire is the agent of the "Seabrook Joint Owners" and is authorized, in lieu of the provision of Condition 17 of this policy, to act for every other insured in all matters pertaining to this insurance, provided that with respect to all such matters the Companies shall handle such matters with the President in charge of New Hampshire Yankee Division of Public Service Company of New Hampshire.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.

John L. Gallagher, Vice President-Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement November 25, 1986 To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue January 21, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 14

Countersigned by _____
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988 ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

   $ 27,744.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

   $ 20,411.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John [illegible], Vice President-Liability Underwriting
American Nuclear Insurers

Effective Date of This Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the subscribing companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 13

Countersigned by _____
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

COPY

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988
ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 27,744.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

$ 20,411.00 .

This is to certify that this is a true copy of the original Endorsement No. [illegible] issued to and being made part of the [illegible] Policy Form as described hereunder.

John [illegible]
American [illegible]

GOLD COPY

FILE COPY

Effective Date of This Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of Policy No. NF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the subscribing companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

COPY

By

Endorsement No. 11

Countersigned by
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 10 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 24,125.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $ 17,660.00.

Return Premium: $ 52,315.00.

This is to certify that this is a true copy of the original Endorsement bearing the endorsement number and being made part of the Nuclear Energy [illegible] Policy (Facility Form) as designated hereon. [illegible] hereunder.

[illegible]
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1987 To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue December 3, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Deutsch

Countersigned by _____
Authorized Representative

Endorsement No. 12

ME-36

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 10 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 24,125.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $ 17,660.00.

Return Premium: $ 52,315.00.

Effective Date of this Endorsement January 1, 1987 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue December 3, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 12

ME-36

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1988

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard,

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Employers Insurance of Wausau, A Mutual Company	10%
Liberty Mutual Insurance Company	30%
Lumbermens Mutual Casualty company	49%
Michigan Mutual Insurance Company	5%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Employers Insurance of Wausau, A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove, Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

The annual meetings of Michigan Mutual Insurance Company are held at its home office in Detroit, Michigan, on the second Thursday of May in each year, at ten-thirty o'clock in the morning.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

J. B. Deatherage
John Deatherage, Vice President Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 To form a part of Policy No. NF-127
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of Issue February 27, 1988 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Deatherage

Endorsement No. 15 Countersigned by

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1988

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard,

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Employers Insurance of Wausau, A Mutual Company	10%
Liberty Mutual Insurance Company	36%
Lumbermens Mutual Casualty company	49%
Michigan Mutual Insurance Company	5%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Employers Insurance of Wausau, A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove, Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

The annual meetings of Michigan Mutual Insurance Company are held at its home office in Detroit, Michigan, on the second Thursday of May in each year, at ten-thirty o'clock in the morning.

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue February 27, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 15 Countersigned by _____

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that Item 3 of the Declarations, "The Operator of the Facility," is amended to read:

The Operator of the Facility is New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. For Ins. Assoc. of Hartford, Underwriter.

John T. Quattrone, Vice President Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988

To form a part of Policy No MF-127

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No 16

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that Item 3 of the Declarations, "The Operator of the Facility," is amended to read:

The Operator of the Facility is New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

This is to certify that this is a true copy of the original Endorsement bearing the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated thereon, and that it is attached hereunder.

John B. Deathridge, Vice President and Underwriting Manager
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Deathridge

Endorsement No. 16

Countersigned by _____
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 29,872.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

$ 22,028.00.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No [illegible] thereunder.

John L. Quattrocki, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989
12:01 A.M. Standard Time

To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 17

Countersigned by _____
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 29,872.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

$ 22,028.00 .

John I. [illegible] President
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. NF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 17

FILE

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

CALENDAR YEAR 1989

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Insurance Mutual Company	30%
Employers Insurance of Wausau A Mutual Company	10%
Liberty Mutual Insurance Company	30%
Lumbermens Mutual Casualty Company	30%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

Effective Date of this Endorsement January 1, 1989 To form a part of Policy No. MF-127

12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue March 13, 1989 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 20 Countersigned by

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PRO[illegible]NATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1989

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Insurance Mutual Company	30%
Employers Insurance of Wausau A Mutual Company	10%
Liberty Mutual Insurance Company	30%
Lumbermens Mutual Casualty Company	30%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the [illegible] Energy Liability Policy (Facility Form) as described [illegible] No Insurance is afforded hereunder.

John L. Quintrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 To form a part of Policy No. MF-127
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue March 13, 1989 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 20 Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Increase of Limit of Liability Endorsement

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy is amended to read $45,000,000.00. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time

To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 19

Countersigned by

AUTHORIZED REPRESENTATIVE

ME-12

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Increase of Limit of Liability Endorsement

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy is amended to read $45,000,000.00. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No Insurance is afforded hereunder.

John L. Culmo, Vice President, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989
12:01 A.M. Standard Time

To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By E. Bettmann

Endorsement No. 19

Countersigned by

AUTHORIZED REPRESENTATIVE

ME-12

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure "$36,000,000" stated in Condition 4 of this policy is amended to read "$45,000,000."

This is a true and full facsimile of the original endorsement bearing the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John L. Quadrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 31, 1988 12:01 A.M. Standard Time

To form a part of Policy No MF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No 18

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure "$36,000,000" stated in Condition 4 of this policy is amended to read "$45,000,000."

This is to certify that this is a true copy of the original Endorsement bearing the endorsement number and being made part of the [illegible] Policy Form) as described [illegible] as attached hereunder.

John J. [illegible]
Assistant Secretary
American Nuclear Insurers

Effective Date of this Endorsement August 31, 1988 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. [illegible]

Endorsement No. 18

Countersigned by [illegible]
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 17 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $44,801.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $33,374.00.

Additional Premium: $14,929.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John L. Baldwin, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. ME-127

Issued to Seabrook Joint Owners

Date of Issue July 10, 1989.

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 21

ME-36

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. - are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $44,801.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $33,374.00.

Additional Premium: $14,929.00.

This is to certify that this is a true copy of the original Endorsement bearing the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated above. No insurance is afforded hereunder.

John L. Gattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. MF-127

Issued to Seabrook Joint Owners

Date of Issue July 10, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Countersigned by

Authorized Representative

Endorsement No. 21

ME-36

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

CALENDAR YEAR 1990

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Mutual Insurance Company	21%
Employers Insurance of Wausau, A Mutual Company	21%
Liberty Mutual Insurance Company	28%
Lumbermens Mutual Casualty Company	30%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-127

12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue April 1, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 29 Countersigned by

This is to certify that this is a true copy of the original Endorsement No. 29 of the endorsement number and term made part of the Nuclear Energy Liability Policy (Facility Form) as described herein. No insurance is afforded hereunder.

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT
CALENDAR YEAR 1990

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Mutual Insurance Company	21%
Employers Insurance of Wausau, A Mutual Company	21%
Liberty Mutual Insurance Company	28%
Lumbermens Mutual Casualty Company	30%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

This is to certify that this is a true copy of the original Endorsement having the environment number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.
John L. Gilbreath, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-127
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue April 1, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 29 Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: **$199,854.00**

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **$151,214.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement: **January 1, 1991** (12:01 A.M. Standard Time)

To form a part of Policy No. **MF-0127**

Issued to: **Seabrook Joint Owners**

Date of Issue: **December 11, 1990**

For the subscribing companies

By _____

Endorsement No: **30**

Countersigned by _____

ME-36

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: **$199,854.00**

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **$151,214.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as des[illegible] hereunder.

[illegible]
American [illegible] Insurers

Effective Date of
this Endorsement: **January 1, 1991**
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF-0127**

Issued to: **Seabrook Joint Owners**

Date of Issue: **December 11, 1990**

For the subscribing companies

By [signature]

Endorsement No: **30**

Countersigned by [signature]

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Policy No MF-127

Issued to Seabrook Joint Owners

Date of Issue October 22, 1990

For the Subscribing Companies

By

Endorsement No 31

Countersigned by

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 86° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 03' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Policy No MF-127

Issued to Seabrook Joint Owners

Date of Issue October 22, 1990

For the Subscribing Companies

By

Endorsement No 31

Countersigned by

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

CALENDAR YEAR 1991

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Mutual Insurance Company	18%
Employers Insurance of Wausau, A Mutual Company	24%
Liberty Mutual Insurance Company	25%
Lumbermens Mutual Casualty Company	33%

NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John J. Quattrocchi, Vice President (Underwriting)
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1991 To form a part of Policy No. NF-117

12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue April 1, 1991 For the Subscribing Companies

By

Endorsement No. 32 Countersigned by

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

CALENDAR YEAR 1991

1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

   a. The word "companies" wherever used in the policy means the subscribing companies listed below.

   b. The policy shall be binding on such companies only.

   c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

Arkwright Mutual Insurance Company	18%
Employers Insurance of Wausau, A Mutual Company	24%
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NOTICE OF ANNUAL MEETINGS

The annual meetings of Arkwright Insurance Mutual Company are held at its home office in Waltham, Massachusetts, on the second Wednesday of March in each year, at ten-thirty o'clock in the morning.

The annual meetings of Employers Insurance of Wausau A Mutual Company, are held at its home office in Wausau, Wisconsin, on the fourth Friday of May in each year, at nine o'clock in the morning.

The annual meetings of Liberty Mutual Insurance Company are held at its home office in Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The annual meetings of Lumbermens Mutual Casualty Company are held at its home office in Long Grove Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John L. Quattrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1991 To form a part of Policy No. MF 187
12:01 A.M. Standard time

Issued to Seabrook Joint Owners

Date of issue April 1, 1991 For the Subscribing Companies

By

Endorsement No. 32 Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 22 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $178,765.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $135,186.00

RETURN PREMIUM: $74,214.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement: January 1, 1990 (12:01 A.M. Standard Time)

To form a part of Policy No. MF-0127

Issued to: Seabrook Joint Owners

Date of Issue: May 2, 1991

For the subscribing companies

By _____

Countersigned _____

Endorsement No: 33

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 22 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $178,765.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: $135,186.00

RETURN PREMIUM: $74,214.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1990
(12:01 A.M. Standard Time)

To form a part of Policy No. MF-0127

Issued to: Seabrook Joint Owners

Date of Issue: May 2, 1991

For the subscribing companies

By

Endorsement No: 33

Countersigned by

ME-36

ENCLOSURE 3 TO NYN-91089
Policy No. NW-188
Endorsements 1, 2, 3, 4, 5, 7 and 8

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that:

1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by NELIA;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Certificate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:
(1) losses and expenses paid by NELIA, and
(2) reserves for losses and expenses as estimated by NELIA,

because of obligations assumed and expenses incurred in connection with such obligations by the members of NELIA under the Master Worker Policy;

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

(1) all industry reserve premium for the period from January 1, 1988 through such date, minus
(2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of NELIA;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.

The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement

for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

NELIA shall maintain on behalf of its members a Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

(1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of NELIA subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;

(2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of NELIA and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by NELIA to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:
(1) payable by the Named Insureds as a reserve premium charge, or
(2) due such insureds as a reserve premium refund,
shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of NELIA under the Master Worker

Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

(1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.

(2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.

(3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of NELIA subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which an industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement.

Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of New
Hampshire, Agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name and Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company

Named Insureds cont.

New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having been assigned number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance cover under the Nuclear Energy Liability Policy (Facility Workers Form) No. [illegible] effective hereunder.

[signature]
Joint Manager-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988
12:01 A.M. Standard Time

To form a part of of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the subscribing companies

By [signature]
General Manager

Endorsement No. 1

Countersigned by [signature]

NE-W-1 (1/1/88)

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that:

1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by NELIA;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Certificate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:
(1) losses and expenses paid by NELIA, and
(2) reserves for losses and expenses as estimated by NELIA,

because of obligations assumed and expenses incurred in connection with such obligations by the members of NELIA under the Master Worker Policy;

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

(1) all industry reserve premium for the period from January 1, 1988 through such date, minus
(2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of NELIA;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.

The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement

for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

NELIA shall maintain on behalf of its members a Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

(1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of NELIA subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;

(2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of NELIA and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by NELIA to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:

(1) payable by the Named Insureds as a reserve premium charge, or

(2) due such insureds as a reserve premium refund,

shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of NELIA under the Master Worker

Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

(1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.

(2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.

(3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of NELIA subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which an industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement.

Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of New
Hampshire, Agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name and Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company

Named Insureds cont.

New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the effective date number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form) and that all terms are afforded hereunder.

John [illegible] Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement January 1, 1988
12:01 A.M. Standard Time

To form a part of
of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the subscribing companies

By _____
General Manager

Endorsement No. 1

Countersigned by _____

NE-W-1 (1/1/88)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 16,663.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 13,330.00 .

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue January 15, 1988

For the Subscribing Companies

By _____
PRESIDENT

Countersigned by _____

Endorsement No. 2

NE-W-2 (1/1/88)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 16,663.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 13,330.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John [illegible] Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue January 15, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 2

Countersigned by _____

NE-W-2 (1/1/88)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that:

1. Item 1 of the Declarations, "Named Insureds and Addresses," is amended to read:

   Item 1. Named Insureds and Addresses:

   Seabrook Joint Owners
   P.O. Box 300
   Seabrook, New Hampshire 03784

   "Seabrook Joint Owners" means the companies listed below:

   Public Service Company of New Hampshire
   The United Illuminating Company
   Massachusetts Municipal Wholesale Electric Company
   New England Power Company
   The Connecticut Light & Power Company
   Canal Electric Company
   Montaup Electric Company
   New Hampshire Electric Cooperative, Inc.
   Vermont Electric Generation and Transmission Cooperative, Inc.
   Taunton Municipal Lighting Plant
   Hudson Light and Power Department
   EUA Power Corporation

2. Item 3 of the Declarations, "Operator of the Facility," is amended to read:

   New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

J. B. Gustafson

3. Only with respect to this certificate, Paragraph E, "AUTHORIZATION OF THE FIRST NAMED INSURED" of Section XIII of the policy of which this certificate forms a part is amended to read:

   Except with respect to compliance with the obligations imposed on the insured by the sections of this policy entitled "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION" AND "SUIT", the New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent, is authorized to act for every other insured in all matters pertaining to this insurance.

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

By _____ PRESIDENT

Endorsement No. 3

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

It is agreed that:

1. Item 1 of the Declarations, "Named Insureds and Addresses," is amended to read:

   Item 1. Named Insureds and Addresses:

   Seabrook Joint Owners
   P.O. Box 300
   Seabrook, New Hampshire 03784

   "Seabrook Joint Owners" means the companies listed below:

   Public Service Company of New Hampshire
   The United Illuminating Company
   Massachusetts Municipal Wholesale Electric Company
   New England Power Company
   The Connecticut Light & Power Company
   Canal Electric Company
   Montaup Electric Company
   New Hampshire Electric Cooperative, Inc.
   Vermont Electric Generation and Transmission Cooperative, Inc.
   Taunton Municipal Lighting Plant
   Hudson Light and Power Department
   EUA Power Corporation

2. Item 3 of the Declarations, "Operator of the Facility," is amended to read:

   New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

3. Only with respect to this certificate, Paragraph E, "AUTHORIZATION OF THE FIRST NAMED INSURED" of Section xIII of the policy of which this certificate forms a part is amended to read:

Except with respect to compliance with the obligations imposed on the insured by the sections of this policy entitled "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION" AND "SUIT", the New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent, is authorized to act for every other insured in all matters pertaining to this insurance.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John L. Quattrocchi, Vice President - Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 3

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 17,903.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 14,322.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John L. [illegible], Vice President
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By [signature]
PRESIDENT

Endorsement No. 4

Countersigned by [signature]

NE-W-2

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 17,903.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 14,322.00.

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By _____ PRESIDENT

Endorsement No. 4

Countersigned by _____

NE-W-2

FILE

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 4 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 17,287.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 13,830.00 .

Return Premium: $616.00 .

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue August 11, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 5

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 4 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 17,287.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 13,830.00 .

Return Premium: $616.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No [illegible] is attached hereto or forwarded herewith.

John L. Quattrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of this Endorsement July 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. NW-188

Issued to Seabrook Joint Owners

Date of Issue August 11, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 5

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $17,903.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium e[illegible]ent of the Standard Premium is: $14,322.00

This is to certify that this is a true copy of the original Endorsement [illegible] and being made part of the Certificate of [illegible] number designated hereon, for insurance [illegible] Energy Liability Policy (Facility Workers [illegible] hereunder.

[illegible]
Underwriting
American Nuclear Insurers

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. NW-0188

Issued to: Seabrook Joint Owners

Date of Issue: November 29, 1990

For the subscribing companies

By _____
President

Countersigned by _____

Endorsement No: 7

NE-W-2

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $17,903.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: $14,322.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance covered under the Nuclear Energy Liability Policy (Facility Workers Form), NQ-[illegible] as amended hereunder.

John [illegible], Vice President, Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. NW-0188

Issued to: Seabrook Joint Owners

Date of Issue: November 29, 1990

For the subscribing companies

By _____
President

Countersigned by _____

Endorsement No: 7

NE-W-2

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additiona. Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Certificate No NW-188

Issued to Seabrook Joint Owners

Date of Issue August 14, 1990

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No 8

Countersigned by _____

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Public Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Certificate No NW-188

Issued to Seabrook Joint Owners

Date of Issue August 14, 1990

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No 8

Countersigned by _____

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 37[illegible].64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 09' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

ENCLOSURE 4 TO NYN-91089
Policy No. MW-97
Endorsements 1, 2, 3, 4, 5, 7 and 8

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that:

1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by MAELU;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Certificate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:
(1) losses and expenses paid by MAELU, and
(2) reserves for losses and expenses as estimated by MAELU,

because of obligations assumed and expenses incurred in connection with such obligations by the members of MAELU under the Master Worker Policy;

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

(1) all industry reserve premium for the period from January 1, 1988 through such date, minus
(2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of MAELU;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.

The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

MAELU shall maintain on behalf of its members a Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

(1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of MAELU subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;

(2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of MAELU and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by MAELU to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:
(1) payable by the Named Insureds as a reserve premium charge, or
(2) due such insureds as a reserve premium refund,
shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of MAELU under the Master Worker

Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

(1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.

(2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.

(3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of MAELU subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which ar industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement.

Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of New
Hampshire, Agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name and Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company

Named Insureds cont.

New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the number shown above and being made part of the Certificate of Insurance designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form) to which it is attached hereunder.

Joint Manager, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of of Certificate No. MW-97

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 1

Countersigned by

Authorized Representative

ME-W-1 (1/1/88)

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that:

1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by MAELU;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Certificate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:
(1) losses and expenses paid by MAELU, and
(2) reserves for losses and expenses as estimated by MAELU,

because of obligations assumed and expenses incurred in connection with such obligations by the members of MAELU under the Master Worker Policy;

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

(1) all industry reserve premium for the period from January 1, 1988 through such date, minus
(2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of MAELU;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.

The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

MAELU shall maintain on behalf of its members Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

(1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of MAELU subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;

(2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of MAELU and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by MAELU to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:
(1) payable by the Named Insureds as a reserve premium charge, or
(2) due such insureds as a reserve premium refund,
shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of MAELU under the Master Worker

Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

(1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.

(2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.

(3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of MAELU subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which an industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement.

Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of New
Hampshire, Agent

Date 12/4/87 By _____
(Signature of Authorized Officer)

E.A. Brown - President
(Print or Type Name and Title of Officer)

Named Insureds

Public Service Company of New Hampshire
The United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company
The Connecticut Light & Power Company
Canal Electric Company
Montaup Electric Company

Named Insureds cont.

New Hampshire Electric Cooperative, Inc.
Vermont Electric Generation and Transmission Cooperative, Inc.
Taunton Municipal Lighting Plant
Hudson Light and Power Department
EUA Power Corporation

This is to certify that this is a true copy of the original Endorsement having the effect of [illegible] and being made part of the Certificate of Insurance designated hereon for insurance coverage [illegible] Liability Policy (Facility Workers Form [illegible] underwritten and hereunder.

John [illegible], Vice President, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988
12:01 A.M. Standard Time

To form a part of of Certificate No. MW-97

Issued to Seabrook Joint Owners

Date of Issue October 19, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [signature]

Endorsement No. 1

Countersigned by [signature]
Authorized Representative

ME-W-1 (1/1/88)

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 4,837.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 3,870.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No liability is alleged hereunder

John [illegible], Vice President, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Certificate No. MU-97

Issued to Seabrook Joint Owners

Date of Issue January 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Countersigned by

Endorsement No. 2

ME-W-2 (1/1/88)

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 4,837.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 3,870.00

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Facility Nuclear Liability Policy (Facility Workers Form) No. [illegible] thereunder.

John J. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time

To form a part of Certificate No. MW-97

Issued to Seabrook Joint Owners

Date of Issue January 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____

Endorsement No. 2

ME-W-2 (1/1/88)

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that:

1. Item 1 of the Declarations, "Named Insureds and Addresses," is amended to read:

   Item 1. Named Insureds and Addresses:

   Seabrook Joint Owners
   P.O. Box 300
   Seabrook, New Hampshire 03784

   "Seabrook Joint Owners" means the companies listed below:

   Public Service Company of New Hampshire
   The United Illuminating Company
   Massachusetts Municipal Wholesale Electric Company
   New England Power Company
   The Connecticut Light & Power Company
   Canal Electric Company
   Montaup Electric Company
   New Hampshire Electric Cooperative, Inc.
   Vermont Electric Generation and Transmission Cooperative, Inc.
   Taunton Municipal Lighting Plant
   Hudson Light and Power Department
   EUA Power Corporation

2. Item 3 of the Declarations, "Operator of the Facility," is amended to read:

   New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

3. Only with respect to this certificate, Paragraph E, "AUTHORIZATION OF THE FIRST NAMED INSURED" of Section XIII of the policy of which this certificate forms a part is amended to read:

Except with respect to compliance with the obligations imposed on the insured by the sections of this policy entitled "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION" and "SUIT", the New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent, is authorized to act for every other insured in all matters pertaining to this insurance.

This is to notify that this is a true copy of the original Endorsement having the above number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance covered by the Nuclear Energy Liability Policy (Facility Workers Form) issued hereunder

John L. Quaintance, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988

To form a part of Policy No MW-97

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No 3

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT

It is agreed that:

1. Item 1 of the Declarations, "Named Insureds and Addresses," is amended to read:

   Item 1. Named Insureds and Addresses:

   Seabrook Joint Owners
   P.O. Box 300
   Seabrcok, New Hampshire 03784

   "Seabrook Joint Owners" means the companies listed below:

   Public Service Company of New Hampshire
   The United Illuminating Company
   Massachusetts Municipal Wholesale Electric Company
   New England Power Company
   The Connecticut Light & Power Company
   Canal Electric Company
   Montaup Electric Company
   New Hampshire Electric Cooperative, Inc.
   Vermont Electric Generation and Transmission Cooperative, Inc.
   Taunton Municipal Lighting Plant
   Hudson Light and Power Department
   EUA Power Corporation

2. Item 3 of the Declarations, "Operator of the Facility," is amended to read:

   New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent

3. Only with respect to this certificate, Paragraph E, "AUTHORIZATION OF THE FIRST NAMED INSURED" of Section XIII of the policy of which this certificate forms a part is amended to read:

   Except with respect to compliance with the obligations imposed on the insured by the sections of this policy entitled "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION" and "SUIT", the New Hampshire Yankee Division of Public Service Company of New Hampshire, Managing Agent, is authorized to act for every other insured in all matters pertaining to this insurance.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John [illegible], President, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1988

To form a part of Policy No MW-97

Issued to Seabrook Joint Owners

Date of Issue May 13, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Leatherbee

Endorsement No 3

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 5,197.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 4,198.00

This is to certify that this is a true copy of the obligating document having the endorsement number and being made part of the Certificate of Insurance designated hereon for coverage under the Nuclear Energy Liability Policy issued by Mutual Atomic Energy Liability Underwriters and American Nuclear Insurers

John Gerstbacher, Vice President

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. MW-97

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Gerstbacher

Endorsement No. 4

Countersigned by John D. Jansen

ME-W-2

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 5,197.00.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 1,150.00.

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. MW-97

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Deutsch

Endorsement No. 1

Countersigned by

ME-W-2

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 4 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 5,019.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 4,015.00 .

Return Premium: $178.00 .

This is to certify that this is a true copy of the original Endorsement having the effective date, number and being made part of the Certificate of Insurance designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form) as indicated and defined hereunder.

John [illegible] Vice President, Underwriting
American [illegible]

Effective Date of this Endorsement January 1, 1989 To form a part of Certificate No. MW-97
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue August 11, 1989 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [signature]

Endorsement No. 5

Countersigned by [signature]
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 4 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

$ 5,019.00 .

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

$ 4,015.00 .

Return Premium: $178.00 .

This is to certify that this is a true copy of the original Endorsement having the number and being made part of the Certificate of Insurance designated hereon for insurance covered by Nuclear Energy Liability Policy (Facility Workers Form) issued thereunder

John C. Parker, Vice President, Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 To form a part of Certificate No. MW-97
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue August 11, 1989 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Countersigned by

Authorized Representative

Endorsement No. 5

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. **ADVANCE PREMIUM**: It is agreed that the Advance Premium due the companies for the period designated above is: **$5,197.00**

2. **STANDARD PREMIUM AND RESERVE PREMIUM**: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **$4,158.00**

This is to certify that this is a true copy of the original Endorsement having the effective date and number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance covered by the Nuclear Energy Liability Policy (Facility Workers Form) issued thereunder

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: **January 1, 1991**
(12:01 A.M. Standard Time)

To form a part of Certificate No. **MW-0097**

Issued to: **Seabrook Joint Owners**

Date of Issue: **November 2[illegible], 1990**

For the subscribing companies

By _____

Endorsement No: 7

Countersigned by _____

ME-W-2

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: **$5,197.00**

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **$4,158.00**

This is to certify that this is a true copy of the [illegible] Endorsement [illegible] and being made part of the Certificate [illegible] number designated hereon for insurance [illegible] Energy Liability Policy (Facility Workers [illegible] hereunder.

J. L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: **January 1, 1991**
(12:01 A.M. Standard Time)

To form a part of Certificate No. **MW-0097**

Issued to: **Seabrook Joint Owners**

Date of Issue: **November 29, 1990**

For the subscribing companies

By _____

Endorsement No: 7

Countersigned by _____

ME-W-2

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Certificate No MW-97

Issued to Seabrook Joint Owners

Date of Issue August 14, 1990

For the Subscribing Companies

By _____

Endorsement No 8

Countersigned by _____

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 597.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East 100 feet; thence, North 69° 13' 45" East, 351.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1 190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of-way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

The following are included as Additional Insureds under this policy, but only with respect to their interests in Unit 1 as described in the Facility Lease dated August 1, 1990 between Meridian Trust Company and the United Illuminating Company.*

*Unit 1 as described in the schedule to this endorsement.

1. Meridian Trust Company, Attention Corporate Trust Department, 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company in its individual capacity and as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

2. Financial Leasing Corporation, c/o Bankers Leasing & Financial Corp., 2655 Campus Drive, San Mateo, CA 99403, attention: Ken P. Uyeda, as Owner Participant under the Trust Agreement, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee and Financial Leasing Corporation as Owner Participant (the "Trust Agreement"), and as owner of an undivided interest in Unit No. 1 of the Seabrook Nuclear Power Plant.

3. The Bank of New York, 101 Barclay Street, New York, New York, 10286, in its individual capacity and in its capacity as Indenture Trustee under the Indenture of Mortgage and Deed of Trust, dated as of August 1, 1990, among Meridian Trust Company as Owner Trustee, The United Illuminating Company and The Bank of New York as Indenture Trustee.

It is acknowledged that the United Illuminating Company has waived their right of recovery against the above Additional Insureds for Loss to which this policy applies.

The Insurers will provide the above Additional Insureds thirty (30) days written notice prior to the effective date of the Insurers' cancellation of the policy.

Effective Date of this Endorsement August 1, 1990 12:01 A.M. Standard Time To form a part of Certificate No MW-97

Issued to Seabrook Joint Owners

Date of Issue August 14, 1990

For the Subscribing Companies

By

Endorsement No 8

Countersigned by

DESCRIPTION OF UNIT 1 SITE

A certain tract of land, but not the improvements and buildings located thereon, situated in Seabrook, County of Rockingham, State of New Hampshire bounded and described as follows:

Beginning at the westerly end of a stone wall at the easterly side of U.S. Route 1, Lafayette Road, so-called, and at the southwesterly corner of land now or formerly of Paul Dichter; thence, running, North 83° 37' 30" East, 170.34 feet along said stone wall to a drill hole; thence, North 80° 37' 15" East, 225.37 feet along said stone wall to a drill hole; thence, North 79° 08' 45" East, 128.34 feet along said stone wall to a drill hole at a corner of stone walls; thence, South 5° 28' 25" East, 75.71 feet, along a stone wall to a drill hole at the easterly end of said stone wall; thence, South 79° 09' 35" East, 48.94 feet; thence, North 74° 08' 45" East, 279.38 feet to a hub; thence, South 11° 49' 10" East, 123.7 feet; thence, North 81° 34' 05" East, 437.11 feet; thence, North 56° 41' 40" East, 184.58 feet; thence North 61° 29' 30" East, 37.22 feet; thence, North 60° 27' 10" East, 147.31 feet to an iron pipe; thence, North 56° 55' 25" East, 452.19 feet; thence, North 13° 08' 05" West, 297.3 feet to land now or formerly of Leonard J. Nangle, et ux., the last thirteen courses being along land of said Dichter; thence, North 76° 51' 50" East, 408.6 feet; thence, North 81° 06' 15" East, 56.3 feet; thence, North 77° 01' 05" East, 481 feet; thence, northeasterly by a curve to the right with a radius of 3,000 feet, a distance of 745.98 feet to the Seabrook-Hampton Falls Town line, the last four courses being along land of said Nangles; thence, South 15° 02' 15" East, 8.74 feet; thence, South 75° 10' 15" East, 752.18 feet to land now or formerly of Boston & Maine Corporation, the last two courses being along said Town Line; thence, South 17° 41' 55" West, 48.91 feet; thence, South 89° 18' 00" East, 17.25 feet; thence, South 17° 41' 55" West, 414.9 feet; thence, South 86° 29' 10" East, 17.02 feet; thence, South 17° 41' 55" West, 839.26 feet; thence, North 81° 37' 45" East, 73.5 feet, the last six courses being along land now or formerly of said Boston & Maine Corporation; thence, North 81° 37' 45" East, 541.4 feet; thence, easterly by a curve to the right with a radius of 1,114.25 feet, a distance of 774.44 feet; thence, South 58° 32' 50" East, 100 feet; thence, North 69° 13' 45" East, 551.99 feet; thence, South 71° 03' 04" East, 374.64 feet; thence, North 82° 14' 50" East, 538 feet; thence, South 17° 00' 10" East, 583.73 feet; thence, South 55° 27' 10" West, 1,190.67 feet; thence, South 63° 07' 45" West, 414.01 feet; thence, North 34° 00' 45" West, 1,126.3 feet; thence, North 55° 59' 15" East, 377.5 feet; thence, North 35° 43' 45" East, 33.71 feet; thence, North 58° 32' 50" West, 90.65 feet; thence, westerly by a curve to the left, with a radius of 989.25 feet, a distance of 687.56 feet; thence, South 81° 37' 45" West, 602.56 feet to the northeasterly corner of land now or formerly of said Boston & Maine Corporation; thence, South 81° 37' 45" West, 73.5 feet, by land now or formerly of said Boston & Maine Corporation; thence, South 82° 02' 00" West, 1,994.29 feet to the northeasterly corner of land now or formerly of Edmond R. Marshall, et ux.; thence, South 81° 34' 05" West, 664.69 feet, along land of said Marshalls to land now or formerly of John Cairo, et ux.; thence, North 4° 35' 45" West, 10.49 feet; thence, South 81° 34' 05" West, 458.5 feet; thence, South 70° 03' 45" West, 52.44 feet; thence, South 81° 34' 05" West, 463.42 feet to the easterly side of said U.S. Route 1, the last four courses being along land of said Cairos; thence, northerly by a curve to the right with a radius of 1,643.49 feet, a distance of 195.55 feet; thence, North 4° 7' 35" East, 85.21 feet to the point of beginning, the last two courses being along said U.S. Route 1.

The above described tract is shown as Lot 1 on a plan entitled "SUBDIVISION PLAN OF LAND PROPERTIES INC. & PUBLIC SERVICE CO. OF N.H. SEABROOK, N.H." dated December 5, 1978 and recorded in the Rockingham County Registry of Deeds, Plan No. D8560.

The Unit 1 Site also includes those certain rights and easements (relating to certain realty in the towns of Seabrook, Hampton Falls and Hampton, County of Rockingham, State of New Hampshire but not the improvements and buildings located on such realty pursuant to such rights and easements) enumerated on pages four and five of the deed of Public Service Company of New Hampshire (hereinafter "PSNH") and Properties, Inc. (hereinafter "PI") to the

Participants, excluding PSNH, dated September 12, 1979 and recorded in the Rockingham County Registry of Deeds, Book 2348, Page 287 (the "PSNH Deed"), subject to the limitations enumerated in the PSNH Deed.

The Unit 1 Site is subject to the right and easement of PSNH, its successors and assigns, reserved in the PSNH Deed to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across land of PSNH, PI or the Participants; *provided, however*, that the said rights reserved shall be exercised in a manner that will not interfere with the construction, operation and maintenance of the Units (as that term is defined in the Seabrook Agreement).

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject to covenants, agreements, conditions, restrictions, rights-of way and other interests of record, to the extent that the same are now in force and applicable; *provided, however*, such covenants, agreements, conditions, restrictions, rights-of-way and other interests shall apply only to the property to which they applied when originally granted or reserved. Said covenants, agreements, conditions, restrictions, rights-of-way and other interests are more particularly described in the PSNH Deed.

The Unit 1 Site, including the rights, easements and permissions referenced above, is subject further to all of the terms and provisions of the Seabrook Agreement (it being the intention of the parties to expressly set forth herein that the benefits and burdens of the Seabrook Agreement run with the land, namely the Unit 1 Site, and benefit and burden the undivided interests in common in and to the Unit 1 Site of the Participants, as defined in the Seabrook Agreement, and their successors and assigns), a copy of the Seabrook Agreement being on file with the New Hampshire Pubic Utilities Commission at Concord, New Hampshire, and a copy of said agreement being on file at PSNH's general offices at 1000 Elm Street, Manchester, New Hampshire, including all amendments thereto which are filed either with the New Hampshire Public Utilities Commission or at Public Service Company of New Hampshire's general offices.

Each grantee of the Unit 1 Site by its acceptance of such conveyance, waives, on behalf of itself and its successors and assigns, any right to partition the Unit 1 Site or the Property Interests (as that term is defined in the Seabrook Agreement) or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in Paragraph 31.1 of the Seabrook Agreement, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions now or hereafter enacted or decided authorizing such partition.

ENCLOSURE 5 TO NYN-91089
Policy No. N-109
Endorsements 3, 4, 5, 6, 7, 8 and 12

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 5,813.00 .

Effective Date of
this Endorsement January 1, 1988 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 3

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 5,813.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO [illegible] ARE VOIDED BY THIS COPY.

[illegible]
ASSISTANT SECRETARY
NUCLEAR ENERGY LIABILITY UNDERWRITING
ASSOCIATION NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1988 To form a part of Certificate No N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the Subscribing companies

By _____
General Manager

Endorsement No 3

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date of this endorsement, the "Declarations" which are part of Certificate No. N-109 are amended as follows:

   a. In Item 1, "Named insureds and addresses", of such Declarations, is amended to read:

      Item 1. Named insureds and addresses:

      (a) Public Service of New Hampshire
      1000 Elm Street, P. O. Box 330, Manchester, NH 03105

      (b) United Illuminating Company
      P.O. Box 1564, New Haven, CT 06506-0902

      (c) Massachusetts Municipal Wholesale Electric Company
      P.O. Box 426, Ludlow, MA 01056

      (d) New England Power Company (New England Electric)
      25 Research Drive, Westborough, MA 01581

      (e) Connecticut Light & Power Company (Northeast Utilities)
      P.O. Box 270, 107 Selden St., Hartford, CT 06141-0270

      (f) Canal Electric Company
      675 Massachusetts Avenue, Cambridge, MA 02139

      (g) Montaup Electric Company
      P.O. Box 2333, Boston, MA 02107-2333

      (h) New Hampshire Electric Cooperative
      RFD 2, Tenney Mountain Highway, Plymouth, NH 03264

(i) Vermont Electric Cooperative
512 St. George Road, Box 425, Williston, VT 05495

(j) Taunton Municipal Light Plant Commission
55 Weir Street, P.O. Box 870, Taunton, MA 02780

(k) Hudson Light and Power Department
Town House, 49 Forest Avenue, Hudson, MA 01749

(l) EUA Power Corp. (Eastern Utilities Associates)
P.O. Box 2333, Boston, MA 02107

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for the following entities:

Public Service of New Hampshire
United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company (New England Electric)
Connecticut Light & Power Company (Northeast Utilities)
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative
Vermont Electric Cooperative
Taunton Municipal Light Plant Commission
Hudson Light and Power Department

c. In Item 6, "Certificate Period", of such Declarations, the Certificate Period ends on the Effective Date of this endorsement for the following entities:

Central Maine Power Company
Bangor Hydro-Electric Company
Central Vermont Public Service Corporation
Maine Public Service Company
Fitchburg Gas and Electric Company

d. In Item 6, "Certificate Period", of such Declarations, the Certificate Period applicable to EUA Power Corp. (Eastern Utilities Associates) begins on the Effective Date of this endorsement and continues for the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-109.

IN WITNESS WHEREOF, the named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Construction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement", to be effective November 25, 1986, 12:01 A.M. Standard Time.

Attest of Witness

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of
New Hampshire, Agent

By _____ (Seal)
(Signature of Officer)

_____
(Type or Print Name & Title of Officer)

Date: _____

Effective Date of
this Endorsement November 25, 1986 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue February 29, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 4

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date of this endorsement, the "Declarations" which are part of Certificate No. N-109 are amended as follows:

   a. In Item 1, "Named insureds and addresses", of such Declarations, is amended to read:

      Item 1. Named insureds and addresses:

      (a) Public Service of New Hampshire
      1000 Elm Street, P. O. Box 330, Manchester, NH 03105

      (b) United Illuminating Company
      P.O. Box 1564, New Haven, CT 06506-0902

      (c) Massachusetts Municipal Wholesale Electric Company
      P.O. Box 426, Ludlow, MA 01056

      (d) New England Power Company (New England Electric)
      25 Research Drive, Westborough, MA 01581

      (e) Connecticut Light & Power Company (Northeast Utilities)
      P.O. Box 270, 107 Selden St., Hartford, CT 06141-0270

      (f) Canal Electric Company
      675 Massachusetts Avenue, Cambridge, MA 02139

      (g) Montaup Electric Company
      P.O. Box 2333, Boston, MA 02107-2333

      (h) New Hampshire Electric Cooperative
      RFD 2, Tenney Mountain Highway, Plymouth, NH 03264

(i) Vermont Electric Cooperative
512 St. George Road, Box 425, Williston, VT 05495

(j) Taunton Municipal Light Plant Commission
55 Weir Street, P.O. Box 870, Taunton, MA 02780

(k) Hudson Light and Power Department
Town House, 49 Forest Avenue, Hudson, MA 01749

(l) EUA Power Corp. (Eastern Utilities Associates)
P.O. Box 2333, Boston, MA 02107

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for the following entities:

Public Service of New Hampshire
United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company (New England Electric)
Connecticut Light & Power Company (Northeast Utilities)
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative
Vermont Electric Cooperative
Taunton Municipal Light Plant Commission
Hudson Light and Power Department

c. In Item 6, "Certificate Period", of such Declarations, the Certificate Period ends on the Effective Date of this endorsement for the following entities:

Central Maine Power Company
Bangor Hydro-Electric Company
Central Vermont Public Service Corporation
Maine Public Service Company
Fitchburg Gas and Electric Company

d. In Item 6, "Certificate Period", of such Declarations, the Certificate Period applicable to EUA Power Corp. (Eastern Utilities Associates) begins on the Effective Date of this endorsement and continues for the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-109.

IN WITNESS WHEREOF, the named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Construction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement", to be effective November 25, 1986, 12:01 A.M. Standard Time.

Attest of Witness

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of
New Hampshire, Agent

By _____ (Seal)
(Signature of Officer)

_____
(Type or Print Name & Title of Officer)

Date: _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER ASSIGNED HEREON FOR INSURANCE TO ENACT UNDER THE PRICE-ANDERSON NUCLEAR ENERGY LIABILITY INDEMNITY ACT (PUBLIC LAW 85-256, AS AMENDED) AS ADMINISTERED BY
FOR PRESIDENT-LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement November 25, 1986 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue February 29, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 4

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 5,813.00 .

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. N-109

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 5

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 5,813.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. [illegible]
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement January 1, 1989 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 5

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1989, it is agreed that

1. Item 4. of this certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF- 296 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Policy MF- 127 $ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

2. Only with respect to such insurance as is afforded under this certificate, the first paragraph of Condition 6, PRIMARY FINANCIAL PROTECTION of the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), is amended to read as follows:

Regardless of the number of policies or contracts of primary financial protection applicable to a nuclear incident, the limit of

(a) all Facility Form Policies identified in Item 4 (a)(i) of

(1) this certificate or any other certificate having an endorsement similar to this endorsement attached to it shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under all such policies, or
(ii) two hundred million dollars;

(2) a certificate, other than this certificate or a certificate which has a provision identical to (a)(1) above, shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under said policies, or
(ii) one hundred sixty million dollars;

(b) all Master Worker Policies (Facility Worker Form) identified in Item 4(a)(2) of a certificate shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of

(1) the sum of the limit of liability available under all such Master Worker Policies, or

(2) one hundred sixty million dollars plus the amount of all automatic reinstatements of the Policy Aggregate Limit under such policies.

Effective Date of this Endorsement: January 1, 1989

To form a part of of Certificate No. N-109

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

By _____
General Manager

Endorsement No. 6

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1989, it is agreed that

1. Item 4. of this certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF- 296 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Policy MF- 127 $ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

2. Only with respect to such insurance as is afforded under this certificate, the first paragraph of Condition 6, PRIMARY FINANCIAL PROTECTION of the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), is amended to read as follows:

Regardless of the number of policies or contracts of primary financial protection applicable to a nuclear incident, the limit of

(a) all Facility Form Policies identified in Item 4 (a)(i) of

(1) this certificate or any other certificate having an endorsement similar to this endorsement attached to it shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under all such policies, or
(ii) two hundred million dollars;

(2) a certificate, other than this certificate or a certificate which has a provision identical to (a)(1) above, shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under said policies, or
(ii) one hundred sixty million dollars;

(b) all Master Worker Policies (Facility Worker Form) identified in Item 4(a)(2) of a certificate shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of

(1) the sum of the limit of liability available under all such Master Worker Policies, or

(2) one hundred sixty million dollars plus the amount of all automatic reinstatements of the Policy Aggregate Limit under such policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN J. BATTISTONI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1989

To form a part of of Certificate No. N-109

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

By _____
General Manager

Endorsement No. 6

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No.
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF- 295 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 127 $ 36,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO [illegible] ISSUED BY [illegible] COMPANY.

JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement January 1, 1988 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 7

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policie:

(i) Nuclear Energy Liability Insurance Association's Policy NF- 295 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 127 $ 36,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (e)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
ENERGY
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement January 1, 1988 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 7

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-295	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Policy MF-197	$ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1	$ 45,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement July 1, 1989 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 8

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-109
Forming Part of Master Policy No. I
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-295	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Policy MF-197	$ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1	$ 45,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

AMERICAN NUCLEAR INSURERS

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE EXISTING THEREUNDER AND ISSUED HEREON FOR INSURANCE AFFORDED UNDER THE MASTER POLICY NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION (PRIMARY EXCESS AND FACILITY FORM NUCLEAR PROTECTION). NO

VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement July 1, 1989 To form a part of Certificate No. N-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

By _____
PRESIDENT

Endorsement No. 8

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $5,813.00

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR [illegible] UNDER THE MASTER POLICY-NUCLEAR ENERGY [illegible]DARY FINANCIAL PROTECTION), NO [illegible] THIS CITY.

VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. N-0109

Issued to: Seabrook Joint Owners

Date of Issue: November 21, 1990

For the subscribing companies

By _____ President

Endorsement No. 12

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. **ANNUAL PREMIUM**: It is agreed that the Advance Premium due the companies for the period designated above is: **$5,813.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ENDORSEMENT NO. 12 AND THE NUMBER DESIGNATED HEREON FOR POLICY NO. N-0109 UNDER THE MASTER POLICY FOR NUCLEAR ENERGY LIABILITY (SECONDARY FINANCIAL PROTECTION). NO

J. B. Deutsch

J. B. DEUTSCH
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: **January 1, 1991**
(12:01 A.M. Standard Time)

To form a part of Certificate No. N-0109

Issued to: **Seabrook Joint Owners**

Date of Issue: **November 21, 1990**

For the subscribing companies

By _____
President

Endorsement No: 12

Countersigned by J. B. Deutsch

ENCLOSURE 6 TO NYN-91089
Policy No. M-109
Endorsements 3, 4, 5, 6, 7, 8 and 12

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 1,688.00 .

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standard Time To form a part of Policy No. M-109

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 3

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 1,688.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION) - NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. QUATTROCCHI
VICE PRESIDENT-LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1988 To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue December 15, 1987

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 3

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date of this endorsement, the "Declarations" which are part of Certificate No. M-109 are amended as follows:

   a. In Item 1, "Named insureds and addresses", of such Declarations, is amended to read:

      Item 1. Named insureds and addresses:

      (a) Public Service of New Hampshire
      1000 Elm Street, P. O. Box 330, Manchester, NH 03105

      (b) United Illuminating Company
      P.O. Box 1564, New Haven, CT 06506-0902

      (c) Massachusetts Municipal Wholesale Electric Company
      P.O. Box 426, Ludlow, MA 01056

      (d) New England Power Company (New England Electric)
      25 Research Drive, Westborough, MA 01581

      (e) Connecticut Light & Power Company (Northeast Utilities)
      P.O. Box 270, 107 Selden St., Hartford, CT 06141-0270

      (f) Canal Electric Company
      675 Massachusetts Avenue, Cambridge, MA 02139

      (g) Montaup Electric Company
      P.O. Box 2333, Boston, MA 02107-2333

      (h) New Hampshire Electric Cooperative
      RFD 2, Tenney Mountain Highway, Plymouth, NH 03264

(i) Vermont Electric Cooperative
512 St. George Road, Box 425, Williston, VT 05495

(j) Taunton Municipal Light Plant Commission
55 Weir Street, P.O. Box 870, Taunton, MA 02780

(k) Hudson Light and Power Department
Town House, 49 Forest Avenue, Hudson, MA 01749

(l) EUA Power Corp. (Eastern Utilities Associates)
P.O. Box 2333, Boston, MA 02107

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for the following entities:

Public Service of New Hampshire
United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company (New England Electric)
Connecticut Light & Power Company (Northeast Utilities)
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative
Vermont Electric Cooperative
Taunton Municipal Light Plant Commission
Hudson Light and Power Department

c. In Item 6, "Certificate Period", of such Declarations, the Certificate Period ends on the Effective Date of this endorsement for the following entities:

Central Maine Power Company
Bangor Hydro-Electric Company
Central Vermont Public Service Corporation
Maine Public Service Company
Fitchburg Gas and Electric Company

d. In Item 6, "Certificate Period", of such Declarations, the Certificate Period applicable to EUA Power Corp. (Eastern Utilities Associates) begins on the Effective Date of this endorsement and continues for the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-109.

IN WITNESS WHEREOF, the named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Construction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement", to be effective November 25, 1986, 12:01 A.M. Standard Time.

Attest of Witness

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of
New Hampshire, Agent

By _____ _____ (Seal)
(Signature of Officer)

_____
(Type or Print Name & Title of Officer)

Date: _____

Effective Date of
this Endorsement November 25, 1986 To form a part of Policy No. M-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue February 29, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 4

Countersigned by _____
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date of this endorsement, the "Declarations" which are part of Certificate No. M-109 are amended as follows:

   a. In Item 1, "Named insureds and addresses", of such Declarations, is amended to read:

      Item 1. Named insureds and addresses:

      (a) Public Service of New Hampshire
      1000 Elm Street, P. O. Box 330, Manchester, NH 03105

      (b) United Illuminating Company
      P.O. Box 1564, New Haven, CT 06506-0902

      (c) Massachusetts Municipal Wholesale Electric Company
      P.O. Box 426, Ludlow, MA 01056

      (d) New England Power Company (New England Electric)
      25 Research Drive, Westborough, MA 01581

      (e) Connecticut Light & Power Company (Northeast Utilities)
      P.O. Box 270, 107 Selden St., Hartford, CT 06141-0270

      (f) Canal Electric Company
      675 Massachusetts Avenue, Cambridge, MA 02139

      (g) Montaup Electric Company
      P.O. Box 2333, Boston, MA 02107-2333

      (h) New Hampshire Electric Cooperative
      RFD 2, Tenney Mountain Highway, Plymouth, NH 03264

(i) Vermont Electric Cooperative
512 St. George Road, Box 425, Williston, VT 05495

(j) Taunton Municipal Light Plant Commission
55 Weir Street, P.O. Box 870, Taunton, MA 02780

(k) Hudson Light and Power Department
Town House, 49 Forest Avenue, Hudson, MA 01749

(l) EUA Power Corp. (Eastern Utilities Associates)
P.O. Box 2333, Boston, MA 02107

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for the following entities:

Public Service of New Hampshire
United Illuminating Company
Massachusetts Municipal Wholesale Electric Company
New England Power Company (New England Electric)
Connecticut Light & Power Company (Northeast Utilities)
Canal Electric Company
Montaup Electric Company
New Hampshire Electric Cooperative
Vermont Electric Cooperative
Taunton Municipal Light Plant Commission
Hudson Light and Power Department

c. In Item 6, "Certificate Period", of such Declarations, the Certificate Period ends on the Effective Date of this endorsement for the following entities:

Central Maine Power Company
Bangor Hydro-Electric Company
Central Vermont Public Service Corporation
Maine Public Service Company
Fitchburg Gas and Electric Company

d. In Item 6, "Certificate Period", of such Declarations, the Certificate Period applicable to EUA Power Corp. (Eastern Utilities Associates) begins on the Effective Date of this endorsement and continues for the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-109.

IN WITNESS WHEREOF, the named insureds named in Item 1 of the Declarations collectively called "Seabrook Joint Owners", have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed in their behalf by a duly authorized officer of New Hampshire Yankee Division of Public Service Company of New Hampshire, acting as their agent under authority granted New Hampshire Yankee Division of Public Service Company of New Hampshire by Section 10.1 of the "Agreement For Joint Ownership, Construction and Operation of New Hampshire Nuclear Units", as amended, dated May 1, 1973, and commonly called the "Seabrook Joint Ownership Agreement", to be effective November 25, 1986, 12:01 A.M. Standard Time.

Attest of Witness

Seabrook Joint Owners Named below
New Hampshire Yankee Division of
Public Service Company of
New Hampshire, Agent

By _____ (Seal)
(Signature of Officer)

_____
(Type or Print Name & Title of Officer)

Date: _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
DECLARATIONS AND ENDORSEMENTS ISSUED HEREON, FOR
INSURANCE COVERAGES AFFORDED BY MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (NUCLEAR FINANCIAL PROTECTION) NO
[illegible]
VICE PRESIDENT
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement November 25, 1986 To form a part of Certificate No. M-109
12:01 A.M. Standard Time

Issued to Seabrook Joint Owners

Date of Issue February 29, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 4

Countersigned by _____

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 1,688.00 .

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. M-109

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 5

Countersigned by _____

Authorised Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: $ 1,688.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON FOR INSURANCE COVERAGE UNDER THE MASTER POLICY (NUCLEAR ENERGY LIABILITY INSURANCE (EXCLUSIVE OF FINANCIAL PROTECTION)) NO INSURANCE IS AFFORDED AT THIS TIME.

JOHN L. [illegible]
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By

Endorsement No. 5

Countersigned by

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1989 ,it is agreed that

1. Item 4. of this certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-296 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Policy MF-127 $ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

2. Only with respect to such insurance as is afforded under this certificate, the first paragraph of Condition 6, PRIMARY FINANCIAL PROTECTION of the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), is amended to read as follows:

Regardless of the number of policies or contracts of primary financial protection applicable to a nuclear incident, the limit of

(a) all Facility Form Policies identified in Item 4 (a)(i) of

(1) this certificate or any other certificate having an endorsement similar to this endorsement attached to it shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under all such policies, or
(ii) two hundred million dollars;

(2) a certificate, other than this certificate or a certificate which has a provision identical to (a)(1) above, shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under said policies, or
(ii) one hundred sixty million dollars;

(b) all Master Worker Policies (Facility Worker Form) identified in Item 4(a)(2) of a certificate shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of

(1) the sum of the limit of liability available under all such Master Worker Policies, or

(2) one hundred sixty million dollars plus the amount of all automatic reinstatements of the Policy Aggregate Limit under such policies.

Effective Date of this Endorsement January 1, 1989
12:01 A.M. Standard Time

To form a part of of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. E. Deathridge

Endorsement No. 6

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1989, it is agreed that

1. Item 4. of this certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-296 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Policy MF-127 $ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriters' Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

2. Only with respect to such insurance as is afforded under this certificate, the first paragraph of Condition 6, PRIMARY FINANCIAL PROTECTION of the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), is amended to read as follows:

Regardless of the number of policies or contracts of primary financial protection applicable to a nuclear incident, the limit of

(a) all Facility Form Policies identified in Item 4 (a)(i) of

(1) this certificate or any other certificate having an endorsement similar to this endorsement attached to it shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under all such policies, or
(ii) two hundred million dollars;

(2) a certificate, other than this certificate or a certificate which has a provision identical to (a)(1) above, shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of
(i) the sum of the limit of liability under said policies, or
(ii) one hundred sixty million dollars;

(b) all Master Worker Policies (Facility Worker Form) identified in Item 4(a)(2) of a certificate shall be deemed to be exhausted when the sums paid under said policies are equal to the lesser of

(1) the sum of the limit of liability available under all such Master Worker Policies, or

(2) one hundred sixty million dollars plus the amount of all automatic reinstatements of the Policy Aggregate Limit under such policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN STUART MACCONOMY
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1989
12:01 A.M. Standard Time

To form a part of of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue March 21, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. E. Scheetz

Endorsement No. 6

Countersigned by

Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF- 295 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 127 $ 36,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

Effective Date of this Endorsement January 1, 1988 To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 7

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF- 295 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 127 $ 36,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $124,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 $ 36,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO [illegible]

J. B. Quattrocchi

JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement January 1, 1988 To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Quattrocchi

Endorsement No. 7

Countersigned by
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-295	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Policy MF-127	$ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1	$155,000,000
(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1	$ 45,000,000

(b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:

(1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and

(2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility.

(c) Sharing of limit(s) of liability provided under the primary financial protection.

(1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

Effective Date of this Endorsement July 1, 1989 To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 8

Countersigned by _____
Authorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-109
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's Policy NF-295 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Policy MF-127 $ 45,000,000

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 $155,000,000

(ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 $ 45,000,000

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(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS ACCORDED BY SUCH COPY.

JOHN L. MATTIOCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement July 1, 1989 To form a part of Certificate No. M-109

Issued to Seabrook Joint Owners

Date of Issue July 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Countersigned by _____
Authorized Representative

Endorsement No. 8

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. **ANNUAL PREMIUM**: It is agreed that the Advance Premium due the companies for the period designated above is: **$1,687.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
CERTIFICATE NUMBER DESIGNATED HEREON, FOR
THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY (PRIMARY FINANCIAL PROTECTION). NO
CHANGES HAVE BEEN MADE IN THIS COPY

VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: **January 1, 1991**
(12:01 A.M. Standard Time)

To form a part of Certificate No. **M-0109**

Issued to: **Seabrook Joint Owners**

Date of Issue: **November 21, 1990**

For the subscribing companies

By _____

Endorsement No: **12**

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. **ANNUAL PREMIUM**: It is agreed that the Advance Premium due the companies for the period designated above is: **$1,687.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
OF [illegible] NUMBER DESIGNATED HEREON, FOR
INSURANCE [illegible] IN THE MASTER POLICY-NUCLEAR ENERGY
LIA[illegible] (FINANCIAL PROTECTION) NO
[illegible] COPY.

J. B. [illegible]
JOSEPH L. SCOTT-HOSCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. M-0109

Issued to: Seabrook Joint Owners

Date of Issue: November 21, 1990

For the subscribing companies

By J. B. [illegible]

Endorsement No: 12

Countersigned by [illegible]