

**FIRST AMENDMENT TO
PAYMENT IN LIEU OF TAX AGREEMENT**

This First Amendment (this "First Amendment"), dated as of December 17, 2014, is by and between the Town of Plymouth, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, with offices at 11 Lincoln Street, Plymouth, Massachusetts 02360 ("Town") and Entergy Nuclear Generation Company, a Massachusetts corporation, with its principal place of business at the Pilgrim Nuclear Generation Station, Plymouth, Massachusetts 02360 ("Entergy"), each individually, a "Party" and collectively, the "Parties."

WHEREAS, the Town and Entergy are Parties to the Payment In Lieu of Tax Agreement, dated as of August 13, 2013 (the "PILOT Agreement"; capitalized terms used but not otherwise defined in this First Amendment shall have the meaning given them in the PILOT Agreement);

WHEREAS, the PILOT Agreement currently extends through Fiscal Year 2016;

WHEREAS, the Town and Entergy now wish to extend the term of the PILOT Agreement through Fiscal Year 2017, amending certain sections of the PILOT Agreement accordingly,

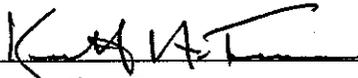
NOW THEREFORE, the Town and Entergy, in accordance with Section 22 of the PILOT Agreement, in consideration of mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

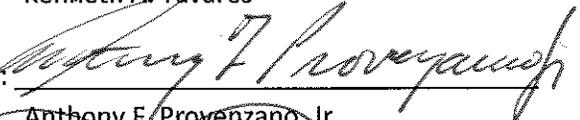
1. The term of the PILOT Agreement shall be extended through Fiscal Year 2017
2. The respective Annual Payment for Fiscal Year 2017 shall be \$9,250,000 subject to the limitations set forth in Paragraph 10 of the PILOT Agreement, Section 1 of the PILOT Agreement shall be amended accordingly by adding "FY 2017" and "\$9,250,000" to the bottom of the existing columns.
3. The obligations of the Parties under this First Amendment are conditioned upon (i) the Town promptly submitting this First Amendment to the Massachusetts Department of Revenue ("DOR") and DOR having no objection, and (ii) approval of the First Amendment by the Town acting by a vote of its Town Meeting. In the event that DOR objects to the First Amendment or the First Amendment is not approved by Town Meeting by April 16, 2015, the First Amendment shall become null and void and of no further effect unless otherwise agreed by the Parties in writing.
4. Notwithstanding Paragraph 1 of the Declaration of Restrictive Covenant (Exhibit 2 of the PILOT Agreement, recorded with the Plymouth County Registry of Deeds at Book 43946, Page 36 pursuant to Section 20 of the PILOT Agreement), Entergy agrees to extend the restriction described therein to June 30, 2017.

5. The Parties shall commence the process of negotiating another Payment in Lieu of Tax Agreement for the Plant for Fiscal Year 2018, and possibly future years, not later than March 31, 2015.

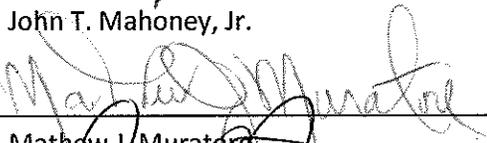
IN WITNESS WHEREOF, the Town and Entergy have executed this First Amendment as of the date first above written.

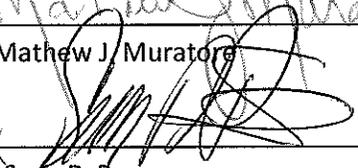
BOARD OF SELECTMEN OF
THE TOWN OF PLYMOUTH

By: 
Kenneth A. Tavares

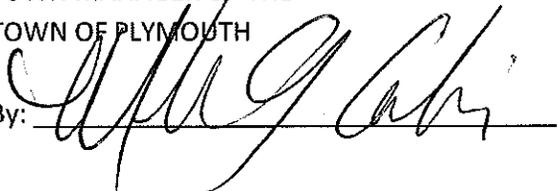
By: 
Anthony F. Provenzano, Jr.

By: 
John T. Mahoney, Jr.

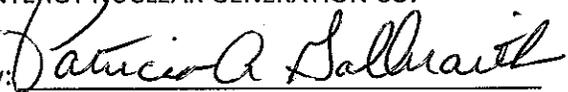
By: 
Mathew J. Muratore

By: 
Sean P. Page

TOWN MANAGER OF THE
TOWN OF PLYMOUTH

By: 

ENTERGY NUCLEAR GENERATION CO.

By: 
Patricia A. Galbraith, Tax Officer