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28 October 2014

To whom it may concern

Dear Sirs

**CONFIRMATION OF INSURANCE – UK POWER NETWORKS HOLDINGS LIMITED AND
SUBSIDIARY COMPANIES**

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

THIRD PARTY LIABILITY

INSURER: AXA Corporate Solutions SA

POLICY NUMBER: XUK0005796LI14A

PERIOD OF INSURANCE: From: 29 October 2014 at 5:00pm Local Standard Time
To: 29 October 2015 at 5:00pm Local Standard Time
In the location(s) for which cover is provided under this insurance.

LOSS LIMIT: GBP 10,000,000 each and every occurrence and in the aggregate in respect of Products and Pollution. Combined single limit in respect of Public, Products and Pollution liability only. (Pollution includes Legionella)

GBP 10,000,000 in respect of all claims made during the period of insurance in respect of Financial Loss

GBP 10,000,000 in respect of all claims made during the period of insurance in respect of Professional Indemnity



Registered in England and Wales Number: 1507274, Registered Office:
1 Tower Place West, Tower Place, London EC3R 5BU.
Marsh Ltd is authorised and regulated by the Financial Conduct
Authority for insurance mediation activities only.

DES v1.1



GBP 10,000,000 in respect of all claims made during the period of insurance in respect of Electro Magnetic Fields

Retro Active Date 01 July 2004

Policy Contains "Principals" Clause

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

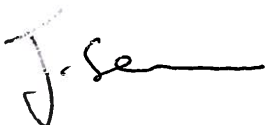
We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'J. Se' followed by a long horizontal line.

Marsh Ltd