

**MEMORANDUM OF INSURANCE**

**January 12, 2010**

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Producer	Companies Affording Coverage	
	Company A	Self Insured
	Company B	Associated Electric & Gas Ins Services Ltd.
	Company C	National Grid Insurance Co. Ltd.
	Company D	National Union Fire Ins Co of Pittsburgh PA
Insured National Grid USA and its Subsidiaries which include, but are not limited to: Granite State, Massachusetts Electric, Nantucket Electric, Niagara Mohawk, Narragansett Electric, National Grid GUSA Service Co., KeySpan Corporation including but not limited to its regulated subsidiaries (eff. 8/24/07), collectively "National Grid"	Company	
	Company	

**Coverages**  
The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	Type of Insurance	Policy Number	Effective Expiration	Limits of Liability	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' & Contractors' Prot General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	Self- Insured	04/01/2009 04/01/2010	Each Occurrence	\$ 3,000,000
				Fire Damage	\$
				Medical Expense	\$
				Pers. And Adv Injury	\$
				General Aggregate	\$
				Products Comp/Op Aggregate	\$
A	Automobile Liability <input type="checkbox"/> Any Automobile <input checked="" type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles	Self-Insured	04/01/2009 04/01/2010	Combined Single Limit	\$3,000,000
				Bodily Injury (per person)	\$
				Bodily Injury (per accident)	\$
				Property Damage (per accident)	\$
				Comprehensive	\$
B	Excess Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	X5686A1A09	04/01/2009 04/01/2010	Each Occurrence	\$5,000,000
				Aggregate	\$5,000,000
	Workers Compensation and employers liability  Proprietors/Partners/ <input type="checkbox"/> incl Executive Officers are <input type="checkbox"/> excl			<input type="checkbox"/> WC Statutory Limit <input type="checkbox"/> Other	
				EL Each Accident	
				EL Disease - policy limit	
				EL Disease - each employee	
D	Other Excess Workers' Comp	478-60-45 (MA, NH, NY, RI)	07/01/2009-10	SIR \$1M	WC Limit Statutory EL Limit \$1M
C	All Risk Property	NG/PD/B1/09/001	04/01/2009 04/01/2010	\$1.5M for Distribution; \$7.5M for Transmission - excluding transformers. Replacement cost coverage applies. Blanket coverage limit in excess of \$10M; Excludes coverage for generation.	

**Description of Operations/Locations/Vehicles/Special Items**  
**Commercial General Liability & Excess Liability Insurance** -Additional Insured status is automatic for any person, company, or organization where a National Grid Company is required by a written contract or a written agreement to add such person, company, or organization as an additional insured on our liability policy, but only with respect to liability arising out of National Grid's premises or utility operations.  
**Waiver of Subrogation** is permitted as required by an executed written agreement with National Grid, and in accordance with the terms, conditions, and exclusions of the applicable policies.  
**Auto Comprehensive and Collision Coverage** is self-insured by National Grid for all vehicles.  
**Evidence of Property Insurance:** Any party which the National Grid is contractually required to include as a Loss Payee, or Mortgagee is granted such status under this policy as such interest may appear. Coverage under the policy applies only if such notice has been given and to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, if any, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. Business Interruption coverage is included as part of the All Risk Property form.  
Please contact the Administrator for further information regarding Property coverage for the **Generation** assets.  
Please contact the Administrator for further information regarding and insurance coverage for KeySpan's **unregulated** businesses.  
The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.  
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.