Notice of Charge

To: Balfour Beatty Infrastructure Investments Limited
350 Euston Road
Regent's Place
London
NW1 3AX

Date: 23 February 2011

Dear Sirs

Debenture dated 23 February 2011 between Balfour Beatty Fire and Rescue NW Limited and Dexia Management Services Limited (the Security Document)

This letter constitutes notice to you that under the Security Document we have charged by way of a first fixed charge in favour of Dexia Management Services Limited (the **Security Trustee**) all our rights in respect of the Shareholders Agreement and the Noteholders Subscription Agreement (the **Contracts**).

We confirm that:

(a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contracts;

(b) none of the Security Trustee, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contracts; and

(c) the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Security Trustee.

We will also remain entitled to exercise all our rights, powers and discretions under the Contracts, and you should continue to give notices under the Contracts to us, unless and until you receive notice from the Security Trustee to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions of the Borrower will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contracts unless in accordance with the Financing Documents (as defined in the Loan Facilities Agreement).

This letter and any non-contractual obligations arising under or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Trustee at Shackleton House, 4 Battle Bridge Lane, London, SE1 2RB marked for the attention of Jane McPhee.

Yours faithfully

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Balfour Beatty Fire and Rescue NW Limited
(Authorised signatory)

Acknowledgement of Charge

To: Dexia Management Services Limited as Security Trustee

Copy: Balfour Beatty Fire and Rescue NW Limited

Date: 23 February 2011

Dear Sirs

Debenture dated 23 February 2011 between Balfour Beatty Fire and Rescue NW Limited and Dexia Management Services Limited (the Security Document)

We confirm receipt from Balfour Beatty Fire and Rescue NW Limited (the **Borrower**) of a notice dated 23 February 2011 of a first fixed charge on the terms of the Security Document dated 23 February 2011 of all the Borrower's rights in respect of the Shareholders Agreement and the Noteholders Subscription Agreement (the **Contracts**).

We confirm that we will pay all sums due, and give notices, under the Contracts as directed in that notice.

We confirm that we have not received notice of the interest of any third party in or to the Contracts.

We undertake:

(a) to disclose to you without any reference to or further authority from the Borrower such information relating to the Contracts as you may at any time request;

(b) to notify you of any breach by the Borrower of the Contracts and to allow you or any of the other Secured Creditors (as defined in the Loan Facilities Agreement) to remedy that breach; and

(c) unless in accordance with the Financing Documents, not to amend or waive any provision of or cancel or terminate the Contracts on request by the Borrower without your prior written consent.

This letter and any non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

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Balfour Beatty Infrastructure Investments Limited
(Authorised signatory)