

Dear Sirs

FACILITIES UPFRONT FEE LETTER

We refer to the Loan Facilities Agreement entered into on or about the date of this letter between the Borrower, Dexia Crédit Local as Facility Agent, Dexia Management Services Limited as Security Trustee and Dexia Crédit Local and Norddeutsche Landesbank Girozentrale as both Arranging Banks and Original Lenders (the "**Loan Facilities Agreement**"). This is a Fee Letter.

1. Other than as defined in this Fee Letter, terms defined in the Loan Facilities Agreement shall have the same meanings when used in this Fee Letter.
2. We confirm that the upfront fee referred to in clause 23.2 (Facilities Upfront Fee) of the Loan Facilities Agreement (the "**Facilities Upfront Fee**") payable by you to Norddeutsche Landesbank Girozentrale and Dexia Crédit Local in their capacity as Arranging Banks shall be a structuring and work fee equal to two per cent. (2%) of the Total Commitments.
3. The Facilities Upfront Fee shall be paid to the Facility Agent and applied by the Facility Agent amongst the Arranging Banks pro rata based upon the amount of Commitment of each Arranging Bank.
4. The Facilities Upfront Fee shall be payable on the earlier of:
 - (a) the date falling 14 days after the date of this letter; and
 - (b) the first Drawdown Date under any of the Facilities.
5. The Facilities Upfront Fee is exclusive of VAT or other applicable tax (which shall be paid by you) and is payable by you:
 - (a) in immediately available, freely transferable, cleared funds to the following account, (or such other account, the details of which shall be notified to you from time to time):

Bank: National Westminster Bank plc London

Swift: NWBKGB2L

Beneficiary: Dexia Crédit Local

Account number: 10007636

IBAN: GB32NWBK60000410007636

Ref: North West Fire & Rescue; and
 - (b) in full, without any set-off, deduction or withholding of any kind.
6. Where the Facilities Upfront Fee is to be paid on the date of first drawdown of an Advance under any Facility, the Borrower agrees that each Arranging Bank may set off its pro rata share of the Facilities Upfront Fee against the amount of its participation in that Advance.

7. This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
8. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
9. This letter is a Financing Document.
10. Please confirm your agreement to the above by signing this letter where indicated below.

Yours faithfully

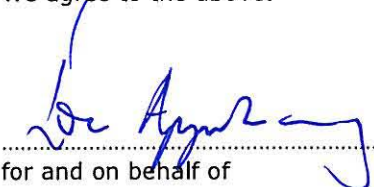

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Authorised signatory

for and on behalf of

Dexia Crédit Local as Facility Agent for the Arranging Banks

We agree to the above.


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for and on behalf of

Balfour Beatty Fire & Rescue NW Limited

Dated: 23 February 2011