

Acknowledgement of Charge

To: Dexia Management Services Limited as Security Trustee

Copy: Balfour Beatty Fire and Rescue NW Limited

Date: 10 March 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 Retention Bond (the **Contract**).

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

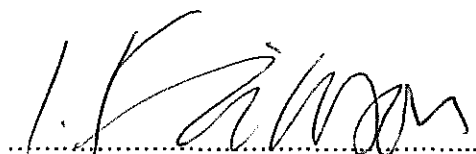
We confirm that we have not received notice of the interest of any third party in or to the Contract.

We undertake:

- (a) to disclose to you without any reference to or further authority from the Borrower such information relating to the Contract as you may at any time request;
- (b) to notify you of any breach by the Borrower of the Contract 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 Contract 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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Gleeds Management Services Limited
(Authorised signatory)