

*J. Coley* Solicitor 22.02.2011  
2011

BY THIS POWER OF ATTORNEY made on 22 February 2011

Balfour Beatty Fire and Rescue NW Limited, company number 07403391, whose registered office is at 6<sup>th</sup> Floor, 350 Euston Road, Regent's Place, London, NW1 3AX (hereinafter referred to as the **Principal**) hereby appoints Ion Francis Appuhamy, John Henry Needham, Stewart Orrell, Ian Kenneth Rylatt, Brian Roland Walker, David James Swarbrick, Andrew Clive Beauchamp and Sandip Mahajan acting together or alone as its attorneys (the **Attorneys**), in the Principal's name or otherwise and on its behalf:

**AUTHORITY**

- 1 To consider, settle, approve, sign, execute, deliver and/or issue all agreements, guarantees, documents, certificates and instruments (whether as deeds, as documents in a self-proving manner or under hand) which any of the Attorneys in their absolute discretion considers desirable in connection with the project agreement to be entered into between (1) Balfour Beatty Fire and Rescue NW Limited and (2) Cumbria County Council, Lancashire Combined Fire Authority and Merseyside Fire and Rescue Authority under the Private Finance Initiative for the design, construction, operation and maintenance of sixteen (16) fire stations within Cumbria, Lancashire and Merseyside (the "**Project**") including without limitation the documents listed or referred to in the Schedule annexed hereto, subject to such amendments or variations as any of the Attorneys may agree (together the "**Documents**"); and
- 2 to take any steps or do anything which any of the Attorneys in their absolute discretion considers desirable in connection with the implementation of the Project and the implementation and/or execution of the Documents.

**SEVERAL AUTHORITY**

All actions authorised hereunder may be taken by any one of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney by any one of the Attorneys shall therefore be as valid and effectual as though done by all the Attorneys.

**TERM**

This power of attorney shall remain valid until midnight on 31 March 2011.

**RATIFICATION**

The Principal undertakes to ratify and confirm whatever the Attorneys or any of them do or purport to do in good faith in the exercise of any power conferred by this power of attorney.

**INDEMNITY**

The Principal undertakes to indemnify the Attorneys fully against all claims, losses, costs, expenses, damages or liability which they or any of them sustains or incurs as a result of any action taken by any of them in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

**GOVERNING LAW**

This power of attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

**IN WITNESS WHEREOF** this power of attorney has been executed as a deed on the date above written.

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## Schedule

The following documents (as defined in the loan facilities agreement entered into by Balfour Beatty Fire and Rescue NW Limited and others) in connection with the Project:

- 1 Project Agreement;
  - 2 Building Contract;
  - 3 Building Contractor's Direct Agreement;
  - 4 Building Contract Guarantee;
  - 5 Building Contract Parallel Loan Agreement;
  - 6 Independent Certifier's Deed of Appointment;
  - 7 FM Agreement;
  - 8 FM Agreement Guarantee;
  - 9 FM Contractor's Direct Agreement;
  - 10 FM Agreement Parallel Loan Agreement;
  - 11 Collateral Warranty (as defined in the Project Agreement) between Seymour Harris Limited, the Company and the Authorities;
  - 12 Collateral Warranty (as defined in the Project Agreement) between Blue Sky Design Services Limited, the Company and the Authorities;
  - 13 Collateral Warranty (as defined in the Project Agreement) between Arup Limited, the Company and the Authorities;
  - 14 collateral warranty (as defined in the Project Agreement) between Border Construction Limited, the Company and the Authorities;
  - 15 collateral warranty referred to at clause 4.1.1(c) of the Building Contract between Border Construction Limited, the Building Contractor and the Company;
  - 16 collateral warranty referred to at clause 4.1.1(d) of the Building Contract between Seymour Harris Limited, the Building Contractor and the Company;
  - 17 collateral warranty referred to at clause 4.1.1(d) of the Building Contract between Blue Sky Design Services Limited, the Building Contractor and the Company;
  - 18 collateral warranty referred to at clause 4.1.1(d) of the Building Contract between Arup Limited, the Building Contractor and the Company;
  - 19 Collateral Warranty (as defined in the Project Agreement) between the Building Contractor, the Company and the Authorities;
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- 20 Collateral Warranty (as defined in the Project Agreement) between the FM Contractor, the Company and the Authorities;
- 21 Retention Bond;
- 22 collateral warranty referred to at clause 13 of the Independent Certifier's Deed of Appointment between the Building Contractor, the Independent Certifier and the Company;
- 23 collateral warranty referred to at clause 13 of the Independent Certifier's Deed of Appointment between the Building Contractor, the Independent Certifier and the Company;
- 24 Loan Facilities Agreement;
- 25 Authority Direct Agreement;
- 26 Security Trust and Intercreditor Deed;
- 27 Accounts Mandate Agreement;
- 28 Noteholders Subscription Agreement;
- 29 Hedging Agreements;
- 30 Borrower Debenture;
- 31 Borrower Loan Note Instrument;
- 32 Shareholders Agreement;
- 33 Equity Guarantee (as defined in the Noteholders Subscription Agreement);
- 34 Acknowledgments pursuant to the HC Debenture; and
- 35 Acknowledgments pursuant to the Intermediate Debenture.

EXECUTED and DELIVERED as a DEED by BALFOUR BEATTY FIRE AND RESCUE NW LIMITED acting by:

Director



~~[Director][Secretary][Witness]~~



BRIAN FARREU  
WITNESS

ABNFORDS LLP, GRENADIER ROAD, EXETER, EX1 3LH