

DOCUMENT "DA" - DEED OF ADHERENCE

Dated_ --

-.September-2003

(1) THE STRATEGIC RAIL AUTHORITY

- and

(2) FIRST/KEOLIS TRANSPENNINE HOLDINGS
LIMITED

- and

(3) FIRST/KEOLIS TRANSPENNINE LIMITED

DEED OF ADHERENCE

Strategic Rail Authority
55 Victoria Street
London SW 1 H OEU

This Deed is made the day of 2003 between:

- (1) The Strategic Rail Authority created under Section 201 of the Transport Act 2000 (the "Authority");
- (2) First/Keolis Transpennine Holdings Limited whose registered number is [4113990 and registered office is at Third Floor, MacMillan House, Paddington Station, London W2 1 FGJ(the "Franchisee"); and
- (3) FirsUKeolis Transpennine Limited whose registered number is 04113923 and registered office is at Third Floor, MacMillan House, Paddington Station, London W2 1 FG (the "Franchise Operator").

Whereas:

- (A) The Authority and the Franchisee entered into a franchise agreement relating to the provision of certain services for the carriage of passengers by railway by the Franchise Operator dated [] September 2003 (the "Original Franchise Agreement").
- (B) The Authority and the Franchisee wish to amend the Original Franchise Agreement by adding the Franchise Operator as a party thereto.
- (C) Clause 2.2(v) of the Original Franchise Agreement provides that it is a condition precedent of that agreement that this Deed has been executed and delivered by the parties hereto.

Witnesseth as follows:

- 1 In consideration of the Authority and the Franchisee agreeing that the Franchise Operator shall be entitled to the benefit of the various undertakings, representations and other provisions contained in the Original Franchise Agreement in favour of the Franchise Operator, the Franchise Operator covenants with each of the parties to this Deed to observe, perform and be bound by all the terms of the Original Franchise Agreement which apply to the Franchise Operator and which have not been performed at the date of this Deed to the intent and effect that the Original Franchise Agreement shall from the Franchise Commencement Date be varied so as to include the Franchise Operator as a party thereto.
- 2 The Original Franchise Agreement shall be amended so that all references therein to "this Agreement" or to "this Franchise Agreement" shall be deemed to be references to the Original Franchise Agreement as amended by this Deed.
- 3 For the avoidance of doubt, the Franchisee and Authority are and will remain bound by all their obligations under the Original Franchise Agreement.
- 4 This Deed does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it except in accordance with Clause 44.9 of the Original Franchise Agreement.
- 5 This Deed shall be governed by and construed in accordance with English law and each of the parties hereby submits irrevocably to the exclusive jurisdiction of the English Courts.

EXECUTED as a deed the day and year first before written.

The seal of the Strategic Rail Authority
hereunto afixed is authenticated by:

Authorised by the Strategic Rail Authority



SIGNED as a DEED by
FirstiKeolis Transpennine
Holdings Limited

acting by [
and



SIGNED as a DEED by
First/Keolis Transpennine
Limited

acting by
and



