

DOCUMENT "POA" - POWER OF ATTORNEY

Dated

September _2003

POWER OF ATTORNEY

Strategic Rail Authority
55 Victoria Street
London SW 1 H 0EU

Power of Attorney

- 1 We, First/Keolis TransPennine Limited, (the "Franchise Operator") whose registered office is at Third Floor, MacMillan House, Paddington Station, London W2 1 FG hereby irrevocably appoint by way of security the Strategic Rail Authority created under section 201 of the Transport Act 2000 (the "Authority"):
- (a) to execute on our behalf the assignment or novation or transfer of any lease, licence, contract or other arrangement or any interest of ours thereunder which is required to be so assigned or novated or transferred under the Franchise Agreement (including under Clauses 12.2, 12.3 and 12.4 of the Franchise Agreement);
 - (a) to consent or to agree, on our behalf, to any assignment, novation or other transfer of any lease, contract or other arrangement or the interest of another Train Operator thereunder where such consent or agreement is required to be given under the Franchise Agreement (including under Clauses 12.3 and 12.4 of the Franchise Agreement);
 - (b) to exercise on our behalf any right to terminate a Key Contract (as defined in the Franchise Agreement), where so obliged to exercise any such right under the Franchise Agreement (including under Clause 20.2 thereof);
 - (c) to enter into on our behalf any licence or licences required to be granted under Clause 34.1(a) or 34.3(f) of the Franchise Agreement;
 - (ci) to terminate, surrender, cancel or undertake not to enforce any rights under a Key Contract in accordance with Clause 36.3 of the Franchise Agreement;
 - (e) to execute on our behalf any Supplemental Agreement required to be executed by us under a Transfer Scheme or the Franchise Agreement; and
 - (f) generally to execute, make and do in our name or otherwise on our behalf all deeds, instruments, acts and things which our attorney may consider necessary, expedient or desirable in connection therewith.
- 2 This power of attorney is given by way of security to secure the performance of obligations owed to the attorney under the Franchise Agreement.
- 3 As long as the obligations under the Franchise Agreement remain undischarged, this power of attorney shall, subject to clause (7) below, not be revoked by the Franchise Operator without the consent of the attorney or by the winding-up or dissolution of the Franchise Operator.
- 4 The attorney may appoint one or more persons to act as substitute or substitutes in its place for the purposes referred to herein and may at any time revoke any such appointment.
- 5 In this power of attorney "Franchise Agreement" means the franchise agreement (as amended from time to time) entered into between the Authority and First/Keolis FransPennine Holdings Limited on 23 September 2003 and to which the Franchise Operator was joined as a party by a deed of adherence executed on 1 February 2004

- 6 We hereby undertake to ratify and confirm whatsoever our attorney shall in our name or on our behalf do or purport to do by virtue or in pursuance of this power and to indemnify and to keep our attorney indemnified against all costs, claims, expenses, proceedings, obligations and liabilities incurred or suffered by our attorney by reason, directly or indirectly, of the exercise or purported exercise of any power conferred on our attorney hereunder.
- 7 This power of attorney shall be irrevocable but shall expire on the date which falls one year after the date of expiry of the Franchise Period (as defined in the Franchise Agreement).
- 8 This power of attorney shall be governed by and construed in accordance with English law.

In witness whereof this power of attorney has been executed as a deed by the Franchise Operator this 1st day of February 2004.

SIGNED as a DEED by First/Keolis
TransPennine Limited

acting by
and