

Dated _____ 1996

(1) THE DIRECTOR OF PASSENGER RAIL FRANCHISING

- and -

(2) PRISM RAIL PLC

- and -

(3) LTS RAIL LIMITED

DEED OF ADHERENCE

Strategic Rail Authority

55 Victoria Street

London

SW1H 0EU

This Deed is made the day of 1996 between:

- (1) **The Director Of Passenger Rail Franchising** appointed under Section 1 of the Railways Act 1993 (the "Franchising Director");
- (2) **Prism Rail PLC** whose registered number is 3081303 and registered office is at 20 Devonshire Street, Keighley, West Yorkshire, BD21 2AU (the "Franchisee"); and
- (3) **LTS Rail Limited** whose registered number is 2938993 and registered office is at Euston House, 24 Eversholt Street, London, NW1 1DZ (the "Franchise Operator").

Whereas:

- (A) The Franchising Director 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 8 May 1996 and agreed an amendment to that Franchise Agreement pursuant to a letter from the Franchising Director to the Franchisee dated 21 May 1996 and accepted by the Franchisee on 21 May 1996 (the "Original Franchise Agreement").
- (B) The Franchising Director and the Franchisee wish to amend the Original Franchise Agreement by adding the Franchise Operator as a party thereto.
- (C) Clause 2.2(e) 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 Franchising Director 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 Franchising Director are and will remain bound by all their obligations under the Original Franchise Agreement.
- 4 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.
- 5 This Deed may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same

SRA PUBLIC REGISTER COPY

instrument.

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

The corporate seal of
the Director of Passenger Rail
Franchising
hereunto affixed is authenticated by:

Authorised by the Director of Rail Franchising

SIGNED as a Deed by
PRISM RAIL PLC
acting by
and

SIGNED as a Deed by
LTS RAIL LIMITED
acting by
and