

SCHEDULE 12

Part C

Vehicle Hire Agreement

LONDON REGIONAL TRANSPORT

AND

VEHICLE HIRE AGREEMENT

This Agreement is made the _____ day of _____ 1994

BETWEEN

London Regional Transport ("LRT") whose principal office is at 55 Broadway, London SW1H 0BD and
(the "Contractor") whose registered office is at

WHEREAS

- (A) LRT has provided the Vehicles to London Underground Limited ("LUL") for LUL's use.
- (B) LUL has used the Vehicles so provided as staff cars for certain of its employees.
- (C) By virtue of a contract dated [] LUL transferred a number of its employees to the Contractor, including employees who on the date of the transfer had use of the Vehicles.
- (D) The Contractor desires to hire from LRT, and LRT is willing to lease to the Contractor the Vehicles provided that LRT has the surplus capacity necessary in order for LRT to have the power to hire the Vehicles within the terms of the London Regional Transport Act 1984. LRT acknowledges that at the date of this Agreement it has such surplus capacity.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Contract Mileage Limit" shall mean the mileage which is permitted to be covered by each Vehicle for the Hire Period as specified in Appendix 1.

"Excess Mileage Cost" shall mean the sum per mile covered by the Vehicles in excess of the Contract Mileage Limit to be paid by the Contractor to LRT as set out in Appendix 1.

"Fuel Charge Card" shall mean the cards supplied by LRT to the Contractor which permits the Contractor to purchase fuel on credit at any fuel filling station indicated on the Fuel Charge Card.

The terms and conditions for use of the Fuel Charge Card have been notified to and accepted by the Contractor.

"Hire Period" shall mean the period during which each Schedule 2 Vehicle shall be hired by LRT to the Contractor, the expiry date of which is set out in Schedule 2 of Appendix 1.

"Insurable Event" shall mean any event, loss, theft, accident, damage or destruction to or by the Vehicles which is covered by the insurance policy entered into by the Contractor pursuant to clause 9.1.

"Insurance Premium" shall mean the sum as set out in Appendix 1.

"Lease Agreements" shall mean the agreements under which LRT has leased the Schedule 2 Vehicles from the Lessors which Agreements are listed in Appendix 2.

"Lessors" shall mean the third parties who have leased the Vehicles to LRT under the Lease Agreements and who are listed in Schedule 2 of Appendix 1.

"Pump Price" shall mean the price of fuel as paid at a fuel filling station not including any discount or rebates but including VAT.

"Rental" shall mean the VAT exclusive charges to be paid by the Contractor to LRT for the Vehicles as set out in Appendix 1 as may be varied pursuant to this Agreement.

"Schedule 1 Vehicles" shall mean those Vehicles listed in Schedule 1 of Appendix 1 which are owned by LRT.

"Schedule 2 Vehicles" shall mean those Vehicles listed in Schedule 2 of Appendix 1 which are leased to LRT by the Lessors under the Lease Agreements.

"Vehicles" shall mean the vehicles owned or hired by LRT and listed in Appendix 1 and shall be deemed to include any replacement or substitute vehicle supplied to the Contractor pursuant to this Agreement. Unless the context otherwise suggests, Vehicles shall include both Schedule 1 Vehicles and Schedule 2 Vehicles.

2. HIRE

- 2.1 LRT hereby hires to the Contractor the Vehicles at the Rental and upon the terms and subject to the conditions set out in this Agreement.
- 2.2 The Contractor shall be deemed to have full knowledge of all the provisions of the Lease Agreements except the prices and the rates contained therein and the Contractor shall not do or omit to do any act which would cause LRT to be in breach of the Lease Agreements or any of them. The Contractor shall indemnify and save harmless LRT against and from any act or omission of the Contractor or its servants or agents which involves LRT in any liability to the Lessors (or any of them) under the provisions of the Lease Agreements.

3. DURATION OF HIRE

This Agreement shall commence on the date first above written and the Vehicles shall be hired from that date until:

- (a) in respect of Schedule 1 Vehicles this Agreement is terminated in accordance with clause 14 and
- (b) in respect of Schedule 2 Vehicles expiry of the Hire Period or until this Agreement and is terminated in accordance with clause 14.

4. PAYMENT

- 4.1 The Contractor shall pay to LRT the Rental and all charges arising from the use of Fuel Charge Cards together with any VAT payable on such sums. LRT shall submit an invoice to the Contractor at 4 weekly intervals and payment shall be due within 28 days of the date of the invoice.
- 4.2 Any sum payable by the Contractor under this Agreement, if not paid within seven (7) days of the date such payment was due, shall bear interest from the said date at the rate of 3% per annum above the base rate from time to time of National Westminster Bank Plc.

5. USE OF VEHICLES

- 5.1 The Contractor may use all the Vehicles for all legitimate purposes connected with its business and in addition for the social, domestic and pleasure purposes of its employees provided the Contractor's insurance so permits and further provided in the case of Schedule 2 Vehicles only the relevant Lease Agreement so permits.
- 5.2 The Vehicles shall not, and the Contractor shall not permit them to, be used for any purposes for which they were not designed. Further, the Contractor shall not use or permit the Vehicles to be used for hire, driving tuition, racing, pace making, competing in any rally or any other form of motor sport or for any illegal purpose whatsoever.
- 5.3 The Contractor shall not, or permit any other person, without the prior consent of LRT to:
- 5.3.1 effect any mechanical or other modification to the Vehicles, make any alterations or additions or fit any towing equipment, other accessories or non-standard tyres to the Vehicles.
 - 5.3.2 remove or interfere with any identification marks or plates affixed to the Vehicles.
 - 5.3.3 deface the paintwork or bodywork of the Vehicles or add or erect any painting, sign-writing, lettering, or advertising to or on the Vehicles.

In the event of breach of this clause, LRT may, without prejudice to its right to terminate this Agreement under clause 14, forthwith carry out such works as are necessary to return the Vehicles to their original condition and the Contractor shall pay all costs and expenses incurred by LRT in so doing.

6. OBLIGATIONS OF LRT

LRT shall:

- 6.1 Obtain and pay for the annual vehicle excise licence and any MOT Certificate required for the Vehicles provided that the Contractor shall pay to LRT any amount by which the

cost of the annual vehicle excise licence is increased above the cost current at the date of this Agreement.

- 6.2 Use its best endeavours to ensure the Vehicles are regularly serviced and maintained in accordance with the manufacturer's recommendations having regard to mileage and time intervals and the requirements of the Lease Agreements where applicable.
- 6.3 Ensure that all recommended and necessary repairs and/or replacement of parts are expeditiously carried out provided that where such repair or replacement is necessitated by any theft, vandalism, accident or by any negligent use or abuse of the Vehicles the Contractor shall pay LRT the cost thereof.
- 6.4 Replace all tyres when such tyres as a result of fair wear and tear or faulty manufacture become worn or unsafe or do not comply with the relevant legislation or the manufacturers recommendations.

7. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

- 7.1 Ensure that the Vehicles are at all times operated, legally properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes.
- 7.2 Deliver and collect the Vehicles to and from any garage or other place nominated by LRT for the purposes of service or repair of the Vehicles.
- 7.3 Not take or allow to be taken out of the United Kingdom any of the Vehicles without the prior written authority of LRT and, in the event that such authority is granted, only on such terms as LRT in its absolute discretion deems fit.
- 7.4 Take all necessary steps, at its own expense, to retain and recover possession and control of any Vehicle of which the Contractor loses possession.
- 7.5 Not sell, assign, mortgage, let, hire or otherwise dispose of or part with possession of any Vehicle or part thereof or assign or sublet this Agreement or any part thereof.

- 7.6 Subject to clause 6.2, pay for all fuel and lubricants required for the proper running and operation of the Vehicles and ensure that sufficient anti-freeze of the recommended type is at all relevant times maintained in the Vehicles' radiators. Regularly check and adjust as necessary the radiator battery and engine fluid levels of each Vehicle.
- 7.7 Regularly clean the exterior, interior and upholstery of each Vehicle.
In the event that any accessories, extras or additions to the Vehicles are required by law, LRT shall supply and fix the same at the cost of the Contractor.
- 7.8 In respect of the Schedule 2 Vehicles comply with all requirements set out in the applicable Lease Agreements concerning the care, use and maintenance of the said Vehicles.
- 7.9 Subject to Clause 9, repair and/or rectify and generally make good any damage sustained by or to the Vehicles unless caused as a result of negligence by LRT and/or its employees or agents.
- 7.10 Not use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres.
- 7.11 Indemnify LRT against all fines, penalties and liabilities imposed on LRT or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation and pertaining to the Vehicles, together with any cost or expense relating thereto incurred by LRT.
- 7.12 Provide LRT or the Lessors forthwith on request all information (including the name of the person driving or in charge of a Vehicle) where LRT and/or the Lessors are required to produce information by the Police or other person or authority authorised to make such a request.
- 7.13 Permit LRT or its authorised representatives at all reasonable times to enter upon the premises where each Vehicle may from time to time be garaged or parked to inspect and

test the condition of the Vehicles. The Contractor shall promptly advise LRT of the whereabouts of any Vehicle.

8. LIABILITY

8.1 The Contractor shall hold LRT fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by LRT as a result of:

(i) any accident involving the Vehicles other than death or personal injury resulting from the negligence of LRT, its employees or agents;

(ii) any breach or default on the part of the Contractor in the discharge of its obligations under this Agreement and in particular and without prejudice to the generality of the foregoing the Contractor shall hold LRT fully indemnified as above in respect of any breach by LRT of the Lease Agreement arising as a result of any act or omission of the Contractor.

8.2 No condition or warranty express, implied or statutory whether in connection with the fitness for any purpose or the age or the mileage or the condition of the Vehicles is given by LRT and any conditions and warranties are hereby expressly excluded in so far as permitted by statute and (save for LRT's liability for death or personal injury caused by the negligence of LRT, its employees or agents) LRT shall not be liable for any claim, loss, damage cost or expense of any kind or nature caused directly or indirectly by the Vehicles or their use.

9. INSURANCE

9.1 The Contractor shall continue to insure the Vehicles for their full replacement value with an insurance company of good repute or with Lloyd's Underwriters against loss or damage from all risks including third party risks. The Contractor shall notify its insurers (the "Insurers") that the Vehicles are on hire from LRT and of the interests of the Lessors and shall ensure that the Insurer is aware of the terms and conditions of this Agreement and the Lease Agreements. LRT's interest shall be endorsed on the policy of insurance.

- 9.2 The Contractor shall provide to LRT for examination the policy of insurance, the premium receipts and insurance certificate as and when requested by LRT. If the Contractor shall make default in the payment of any premium in respect of the insurance LRT may pay such premium and the Contractor shall repay the amount thereof to LRT on demand.
- 9.3 The Contractor shall not use or allow the Vehicles to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated.
- 9.4 Where any Insurable Event occurs:
- (a) the Contractor shall immediately notify LRT of the time and all the circumstances of the Insurable Event together with the details of the damage (if any) sustained by the Vehicle and any personal injury suffered by the driver or any third party;
 - (b) where damage has been suffered by the Vehicle, LRT may inspect the same and all and any repairs necessary for making good the Vehicle shall be carried out at the direction of LRT, provided that LRT shall at all times have regard to the views of the Insurers;
 - (c) The Contractor shall keep LRT informed of the progress of any claim made under the Insurance policy;
 - (d) LRT may, at its request, take over the conduct of negotiations (except in relation to claims of or against the Contractor in respect of personal injuries, loss of use of the Vehicles, or loss or damage to the property of the Contractor unconnected with the Vehicles); in any event, the Contractor shall not compromise any claim without the consent of LRT;
 - (e) LRT may require the Contractor, at its own expense, subject to the requirements of the insurance policy, take such proceedings (in the sole name of the Contractor or jointly with LRT) as LRT shall direct;
 - (f) The Contractor shall continue to pay the Rental in respect of any Vehicle involved in an Insurable Event whether such Vehicle is declared a total loss or not.

- 9.6 . If a Vehicle is declared a total loss (by reason of accident or theft) by the Insurers, LRT shall remove such Vehicle from Appendix 1 which shall be deemed varied and the Contractor shall pay to LRT the sums set out in clauses 14.5.1 and 14.5.3 together with the current market value of the Vehicle. In the event of any dispute arising under the terms of this clause in respect of the market value, then the matter shall be referred to an independent valuer nominated by the Motor Traders Association who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 9.7 Notwithstanding any modification or restriction in the insurance cover agreed by LRT or any Vehicle not being insured for their full market value, or the Insurers, for any reason, repudiating any claim or deducting any amount by way of excess or in respect of damage caused to the Vehicle prior to the date of the Insured Event, the Contractor shall indemnify LRT against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by LRT as a result of an Insurable Event.

10. REPLACEMENT VEHICLES

- 10.1 In the event a Vehicle becomes temporarily unroadworthy for a period exceeding 24 hours (other than as a result of misuse by the Contractor, accident, theft or vandalism), LRT shall make available to the Contractor a replacement Vehicle (which is not required to be of the same make type and/or age) for collection by the Contractor within 48 hours or as soon thereafter as is practicable after the receipt of notification from the Contractor requesting the same. The replacement Vehicle shall be made available for the use of the Contractor until such time as the unroadworthy Vehicle is repaired. LRT may withdraw any replacement Vehicle and substitute another of similar make and type.
- 10.2 The Contractor shall collect from and return to such place as LRT shall advise, any replacement Vehicles. The replacement Vehicle shall be returned within 24 hours of the Contractor being informed by LRT that the Vehicle is ready for collection and if the Contractor fails to return the replacement Vehicle within that time the Contractor shall pay a daily charge (such charge to be determined by LRT who shall take into account the age, type and condition of the replacement Vehicle) for each day the replacement Vehicle is retained by the Contractor.

11. EXCESS MILEAGE

- 11.1 In the event any Schedule 2 Vehicle is driven in excess of the Contract Mileage Limit (if any) shown, the Contractor shall pay to LRT the Excess Mileage Cost per mile in respect of such Vehicle, such payment to be made within 28 days after demand.
- 11.2 In the event of any Schedule 2 Vehicle not attaining the Contract Mileage Limit on expiry of the Hire Period, LRT shall pay to the Contractor a sum calculated as the number of miles by which the Contract Mileage Limit exceeds the numbers of miles actually covered by the Vehicle multiplied by a rate equivalent to fifty percent (50%) of the Excess Mileage Cost per mile in respect of such Vehicle.
- 11.3 The Contractor shall every 4 weeks supply to LRT written details of the odometer reading for each Vehicle. LRT may inspect the Vehicles at any time to verify such reading. In the event that the odometer on any Vehicle ceases to function properly or if LRT's or the manufacturer's seals on the odometer of any Vehicle is or has been interfered with LRT may estimate the mileage covered by that Vehicle for the period during which the odometer has failed to function or in the event that the period of failure is unknown, or of any interference, from the date the odometer was last inspected by LRT and all payments due under clause 11.1 and 11.2 shall be calculated on that basis provided that no payment shall be made to the Contractor under clause 11.2 where the odometer has been interfered with.

12. CONFIDENTIALITY

LRT and the Contractor shall keep confidential all information obtained pursuant to this Agreement and shall not divulge the same to any third party without the written consent of the other party.

13. OWNERSHIP

The Vehicles shall at all times remain the property of LRT and/or the Lessors and the Contractor shall have no rights in or to the Vehicles other than as hirer and the Contractor shall not do or permit or cause to be done any matter or thing whereby the rights of LRT and or the Lessors in respect of the Vehicles are or may be prejudicially affected.

14. TERMINATION

- 14.1 The Contractor may cease hiring any of the Vehicles upon giving not less than one month's prior written notice to LRT and upon payment, in the case of Schedule 1 Vehicles of the Termination Charges set out in Schedule 1 or, in the case of Schedule 2 Vehicles all costs and expenses incurred by LRT as a result of such withdrawal including any cancellation charges or other sums payable to the Lessors under the Lease Agreements, together (in the case of both Schedule 1 Vehicles and Schedule 2 Vehicles) with any Rental or other charges due, the said Vehicle shall be deemed deleted from Appendix 1.
- 14.2 LRT may forthwith terminate this Agreement:
- 14.2.1 on giving notice in writing to the Contractor, if at any time LRT, in its reasonable opinion, considers that it does not have the surplus capacity it requires in order to have the power to supply the Vehicles within the terms of the London Regional Transport Act 1984. LRT shall, where possible, use its reasonable endeavours to give the Contractor three months' notice of any such termination.
 - 14.2.2 by giving not less than one month's prior written notice to the Contractor.
- 14.3 LRT may forthwith on written notice terminate this Agreement if the Contractor:
- 14.3.1 fails to pay the Rental or any other sum payable under this Agreement within 28 days of its becoming due (whether demanded or not) or
 - 14.3.2 commits a breach of any term and/or condition (whether express or implied) of this Agreement or
 - 14.3.3 allows any distress, execution, or other legal process to be levied on or against the Vehicles or any part thereof or against any premises where the Vehicles are situated or against any of its goods or other property or permits any judgment against it to remain unsatisfied for 14 days or

14.3.4 ceases to carry on business or enters into any liquidation, calls any meeting of its creditors or has a receiver or receiver manager of all or any of its undertaking or assets appointed, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986, or is deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts.

14.4.1 On termination of this Agreement or on expiry of the Hire Period, the Contractor shall forthwith return the Vehicles (including each Vehicle's spare wheel, tyres, tools, handbook and service vouchers and accessories where fitted) to LRT in good order and in good working condition and, in respect of Schedule 2 Vehicles, in the order and condition required by the relevant Lease Agreement.

14.4.2 Without prejudice to any claim by LRT for any Rental or damages or other sums due under this Agreement, LRT or its authorised representatives may at any time after termination of this Agreement or expiry of the Hire Period without notice retake possession of the Vehicles (and may enter upon the Contractor's premises for such purpose) and the Contractor shall pay to LRT all costs, charges and expenses incurred in retaking possession of the Vehicles as aforesaid. The Contractor shall also bear any costs incurred by LRT in ascertaining the whereabouts of the Vehicles.

14.4.3 If the Vehicles are not returned to LRT forthwith on termination of this Agreement or on expiration of the Hire Period, in addition to all other sums due to LRT under this Agreement and without prejudice to any claim for damages LRT may have under this Agreement or generally the Contractor shall pay to LRT a sum calculated on the Rental for each day the Vehicles are not in the possession and control of LRT in the condition required by clause 14.4.1. For the avoidance of doubt, this sub-clause 14.4.3 shall not confer upon the Contractor any right to the continued use or possession of the Vehicles.

14.5 The Contractor shall upon termination of this Agreement or where a Vehicle is removed from Appendix 1 pursuant to clause 9.6 or clause 14.6, pay to LRT on demand:

- 14.5.1 all arrears of Rental and all other sums accrued due and unpaid at the date of termination or removal, together with any interest thereon payable under sub-clause 4.2 and
- 14.5.2 the cost of all repairs, servicing and cleaning required to comply, in the case of a Schedule 2 Vehicle with the relevant Lease Agreement and in the case of a Schedule 1 Vehicle to the reasonable satisfaction of LRT and
- 14.5.3 except where this Agreement is terminated pursuant to clause 14.2, any cost, loss or expense suffered by LRT as a result of such termination or removal, including any payments which LRT may be liable to pay under the Lease Agreements.
- 14.6 Upon expiry of the Hire Period, the affected Vehicle shall be removed from Appendix 1 and the Contractor shall pay to LRT the sums set out in clauses 14.5.1 and 14.5.2 in respect of the Schedule 2 Vehicle affected.

15. FUEL CHARGE CARDS

- 15.1 LRT may supply, upon written request from the Contractor, a Fuel Charge Card in respect of each Vehicle.
- 15.2 The Contractor will be invoiced for fuel purchased using the Fuel Charge Card facilities in accordance with clause 4 above. The price charged will be the Pump Price together with a handling charge of two and half per cent of the Pump Price.
- 15.3 The Contractor shall notify LRT immediately, in the event a Fuel Charge Card is lost or stolen. The Contractor shall continue to be charged for the cost incurred on the lost or stolen card until such time as it reports its loss to LRT in writing.
- 15.4 The Contractor shall return any or all of the Fuel Charge Cards to LRT immediately upon demand and in any event on termination of this Agreement.

16. VARIATIONS

16.1 LRT may vary the Schedules or any part thereof including the withdrawal of any Vehicle described therein, on giving no less than one month's written notice to the Contractor. Such variation shall take effect from the date specified by LRT in the said written notice.

17. INTERVENTION BY LRT

If the Contractor fails to comply with or commits a breach of any provision of this Agreement, LRT may without in any way being obliged to do so and without prejudice to the ability of LRT to treat the non-compliance or breach as an event entitling it to terminate this Agreement under clause 14 effect compliance or remedy the breach on behalf of the Contractor whereupon the Contractor shall immediately pay any sums expended by LRT together with all costs and expenses (including, but not limited to, legal costs) incurred in connection therewith.

18. FORCE MAJEURE

LRT shall use all reasonable endeavours to discharge its obligations under this Agreement in a prompt and efficient manner, but shall not be liable for any breach, failure or delay caused by circumstances beyond its control.

19. MISCELLANEOUS

19.1 No forbearance, indulgence or relaxation on the part of LRT shown or granted to the Contractor in respect of any of the provisions of this Agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of LRT under this Agreement or operate as or be deemed to be a waiver of any breach by the Contractor of the terms and conditions of this Agreement.

19.2 No right or remedy herein conferred upon or reserved to LRT is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

- 19.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and neither of the parties has entered into this Agreement in reliance upon any representation, warranty or undertaking by or on behalf of the other party which is not expressly set out herein.
- 19.4 The parties hereby agree that this Agreement supersedes any or all prior agreements, understandings, arrangements, promises, representations, warranties and/or contracts of any form or nature whatsoever, whether oral or in writing and whether explicit or implicit, which may have been entered into prior to the date hereof between the parties or on their behalf as to the subject matter of this Agreement.
- 19.5 Any notices affecting this Agreement shall be deemed to be properly given if in the case of LRT it is addressed to:

The Secretary
London Regional Transport
55 Broadway
London SW1H 0BD

and in the case of the Contractor it is addressed to:

- 19.6 The Contractor hereby waives all and any future claims and rights of set off it may have against any instalment of Rental or any payment due hereunder and agrees to pay the Rental and other amounts due hereunder regardless of any equity, set off or cross-claim on the part of the Contractor against LRT.

20. DISPUTES

20.1 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

20.2 If any dispute or difference in relation to the Vehicles ("the immediate dispute") shall arise between LRT and the Contractor and if there shall be at any time a dispute ("the third party dispute") between LRT and any third party relating to or arising out of or in any way connected with the Vehicles and if an arbitrator shall be or have been appointed or a court shall be or have been seized in relation to the third party dispute LRT may require (subject to any necessary consent of the arbitrator or court or any third party) then the immediate dispute shall be joined in such proceedings or shall be referred to the arbitration of such person as shall be appointed to arbitrate on the third party dispute and joined in such arbitration.

Signed for and on behalf of LRT by

Name _____

Position _____

Signed for and on behalf of the Contractor by

Name _____

Position _____

SCHEDULE 1

Vehicles owned by LRT

SCHEDULE 2

Vehicles leased to LRT by the Lessors

APPENDIX I

APPENDIX II

<u>NAME OF HIRE CONTRACTOR</u>	<u>DATE OF AGREEMENT</u>	<u>FORM OF AGREEMENT</u>
1. Godfrey Davis (Contract Hire) Limited	25 February 1992	Memorandum of Agreement No. 1857 with amendments, Addendum to Contract and Appendix A
2. Avis Car Leasing Limited	1 September 1986	Service Lease Agreement with amendment dated 15 February 1988
3. Daimler Hire Limited (trading as Hertz Car Leasing)	23 December 1982	Lease Agreement with attached instructions to drivers
4. Auto Lease Limited	1 January 1986	Contract Hire Agreement with supplemental letter of 8 January 1988
5. Smith Limited	1 May 1992	Full lease/maintenance Agreement with Schedules A, B and C and subsequent amendment by letter dated 21 May 1992