

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 452,974 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) I have 599,167 options to subscribe for Arriva Shares under the Arriva Long Term Incentive Plan 2000;
 - (c) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (d) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;

- (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;
- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
 - (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:

- (a) this undertaking lapsing in accordance with paragraph 13 below; or
- (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva (including, for the avoidance of doubt, exercising any of the options referred to in paragraph 1) unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:

- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*)

to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later);

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
 - (iv) I shall accept any proposal made by DB UK to holders of options over Arriva shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after DB UK posts such proposals to the holders of options; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
- (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall accept any proposal made by DB UK to holders of options over Arriva shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after DB UK posts such proposals to the holders of options;
 - (iii) I shall not withdraw any acceptances of the Offer; and
 - (iv) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:
- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
 - (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and

(c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. **A Relevant Resolution** means:

(a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);

(b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and

(c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:

(a) this undertaking being disclosed to the Panel;

(b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and

(c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

(a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and

- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);

- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance


17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction


18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....
Name.....D. R. MARTIN

in the presence of:

Signature of witness:.....
Name.....GRAEME BALDWIN
Address.....43 BAWDALE ROAD
LONDON SE22 9DL

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 274,831 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) I have 395,429 options to subscribe for Arriva Shares under the Arriva Long Term Incentive Plan 2000;
 - (c) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (d) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;

- (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;
- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
 - (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:

- (a) this undertaking lapsing in accordance with paragraph 13 below; or
- (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva (including, for the avoidance of doubt, exercising any of the options referred to in paragraph 1) unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:

- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*)

to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later);

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
 - (iv) I shall accept any proposal made by DB UK to holders of options over Arriva shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after DB UK posts such proposals to the holders of options; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
- (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall accept any proposal made by DB UK to holders of options over Arriva shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after DB UK posts such proposals to the holders of options;
 - (iii) I shall not withdraw any acceptances of the Offer; and
 - (iv) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:

- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
- (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and

(c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. **A Relevant Resolution** means:

(a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);

(b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and

(c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:

(a) this undertaking being disclosed to the Panel;

(b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and

(c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

(a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and

- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);

- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance

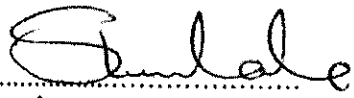
17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction

18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

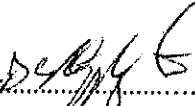
SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....

Name.....SKOSSDAL S

in the presence of:

Signature of witness.....

Name.....DE STAPPELAERE

Address.....Avenue Soudan

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 27,246 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;
 - (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;

- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
- (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:
- (a) this undertaking lapsing in accordance with paragraph 13 below; or
 - (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:
- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later); and

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
 - (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall not withdraw any acceptances of the Offer; and
 - (iii) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:

- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
- (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and
- (c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. A *Relevant Resolution* means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of

arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);

- (b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and
- (c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:

- (a) this undertaking being disclosed to the Panel;
- (b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and
- (c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

- (a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and
- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and

Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);
- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance

17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction

18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....

Name..... RICHARD BROADBENT

in the presence of:

Signature of witness:.....

Name..... GRAEME BALDWIN

Address..... 43 BAWDALE ROAD
EAST DULWICH
LONDON SE22 9DL

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 7,268 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;
 - (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;

- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
- (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:

- (a) this undertaking lapsing in accordance with paragraph 13 below; or
- (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:

- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later); and

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
 - (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall not withdraw any acceptances of the Offer; and
 - (iii) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:

- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
- (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and
- (c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. **A Relevant Resolution** means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of

arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);

- (b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and
- (c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:

- (a) this undertaking being disclosed to the Panel;
- (b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and
- (c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

- (a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and
- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and

Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);
- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance


17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction


18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....
Name..... SIMON C BATEY

in the presence of:

Signature of witness.....
Name GRAEME BALDWIN
Address 43 BAWDALE ROAD
LONDON SE22 9DL

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 5,000 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;
 - (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;

- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
- (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:
- (a) this undertaking lapsing in accordance with paragraph 13 below; or
 - (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:
- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later); and

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
 - (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall not withdraw any acceptances of the Offer; and
 - (iii) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:

- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
- (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and
- (c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. A *Relevant Resolution* means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of

arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);

- (b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and
- (c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:

- (a) this undertaking being disclosed to the Panel;
- (b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and
- (c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

- (a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and
- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and

Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);
- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance

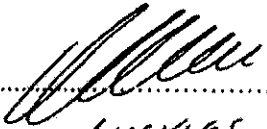
17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction


18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....
Name.....LUCKLES.....

in the presence of:

Signature of witness: 
NameGRAEME BALDWIN
Address48 BAWDALE ROAD
LONDON SE22 9DL

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the registered holder and beneficial owner of 2,097 ordinary shares of 5 pence each in the capital of Arriva (the *Arriva Shares*) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
 - (b) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 13 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Arriva Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Arriva Shares or Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;
 - (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;

- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
- (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Arriva Shares or any Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 4 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:
- (a) this undertaking lapsing in accordance with paragraph 13 below; or
 - (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

Undertaking to vote in favour of the Scheme and/or accept the Offer

4. I hereby irrevocably and unconditionally undertake that:
- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Arriva Shares and any Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Arriva Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later); and

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
 - (i) I shall accept the Offer in respect of the Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after DB UK posts the Offer Document to Arriva shareholders and shall accept the Offer in respect of any Further Arriva Shares in accordance with the same procedure not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall not withdraw any acceptances of the Offer; and
 - (iii) DB UK shall acquire the Arriva Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

5. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 13 below:

- (a) I shall exercise the voting rights attached to the Arriva Shares and any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 6) only in accordance with DB UK's directions;
- (b) I shall exercise the rights attaching to the Arriva Shares and any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions; and
- (c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva.

6. A *Relevant Resolution* means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of

- arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);
- (b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 6(a); and
 - (c) a resolution to amend a resolution falling within paragraph 6(a) or paragraph 6(b).

Documentation

7. I consent to:
- (a) this undertaking being disclosed to the Panel;
 - (b) the inclusion of references to me and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and
 - (c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.

8. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

9. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:

- (a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and
- (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

10. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and

Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

11. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. Subject to paragraph 14, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);
- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;
- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

14. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 4, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Arriva Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 6).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance

17. I agree that, if I fail to comply with the undertakings in paragraphs 4(a) or 4(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction

18. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature..... *A D Risle*
Name..... *A S RISLEY*

in the presence of:

Signature of witness: *Graeme Baldwin*
Name *GRAEME BALDWIN*..
Address *43 BAWDALE ROAD*..
LONDON SE22 9DL

To: DB UK Holding Limited (*DB UK*)
Lakeside Business Park
Carolina Way
Doncaster
United Kingdom
DN4 5PN

22 April 2010

Dear Sirs,

Acquisition of Arriva plc (*Arriva*)

I understand that DB UK, a wholly-owned subsidiary of Deutsche Bahn AG, intends to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the attached draft press announcement (the *Press Announcement*), whether pursuant to the Scheme or the Offer (in each case, as defined in paragraph 12 below) (the *Acquisition*). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to DB UK that:
 - (a) I am the beneficial owner of 1,060 ordinary shares of 5 pence each in the capital of Arriva (the *Beneficial Shares*) and that I hold the beneficial interest in such shares free of any encumbrances or third party rights of any kind whatsoever;
 - (b) other than as set out in this paragraph 1, I do not have any interest (as defined in the City Code on Takeovers and Mergers (the *Code*)) in any securities of Arriva or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to DB UK that before this undertaking lapses in accordance with paragraph 14 below, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any beneficial interest in the Beneficial Shares or any other shares in Arriva issued or unconditionally allotted to, or otherwise acquired by, me before then (excluding any shares in Arriva which may be allotted to, or otherwise acquired by, me under an HMRC approved employee share scheme) (*Further Arriva Shares*) other than pursuant to the Scheme or the Offer;
 - (b) accept, in respect of any Further Arriva Shares, any offer made to acquire shares in Arriva in competition with the Scheme or the Offer;
 - (c) vote in favour of any resolution to approve any scheme of arrangement of Arriva which is proposed in competition with the Scheme or the Offer;

- (d) (other than pursuant to the Scheme or the Offer) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
- (i) to do any of the acts referred to in paragraphs 2(a) to 2(c); or
 - (ii) which, in relation to the Further Arriva Shares, would or might restrict or impede me voting in favour of the Scheme or accepting the Offer, or which would otherwise preclude me from complying with any obligations under paragraphs 3 to 5 inclusive below,

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. I further undertake not to, until the earlier of:
- (a) this undertaking lapsing in accordance with paragraph 14 below; or
 - (b) the Scheme being approved by the Court or the Offer becoming or being declared unconditional as to acceptances,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of Arriva unless the Panel on Takeovers and Mergers (the *Panel*) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.

4. I undertake to cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraphs 2 and 3 above in respect of the Beneficial Shares.

Undertaking to vote in favour of the Scheme and/or accept the Offer

5. I hereby irrevocably and unconditionally undertake that:
- (a) if DB UK elects to implement the Acquisition by way of the Scheme
 - (i) I shall exercise all voting rights attaching to the Further Arriva Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting (*EGM*) and the Court convened meeting (*Court Meeting*) of Arriva to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;
 - (ii) I shall execute any forms of proxy in respect of the Beneficial Shares and any Further Arriva Shares required by DB UK appointing any person nominated by DB UK to attend and vote at any EGM or Court Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Arriva's registrars not later than the date falling seven days after Arriva posts the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to Arriva shareholders (or, in respect of any Further Arriva Shares, within seven days of becoming the registered holder of such shares, if later);

- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 5(ii), either in writing or by attendance at any EGM or Court Meeting or otherwise; and
 - (iv) I shall cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraphs 5(a)(i) to 5(a)(iii) in respect of the Beneficial Shares; and
- (b) if DB UK elects to implement the Acquisition by way of the Offer:
- (i) I shall accept the Offer in respect of the Further Arriva Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the *Offer Document*) not later than seven days after I become the registered holder of the Further Arriva Shares;
 - (ii) I shall cause the registered holder of any Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the Offer Document not later than seven days after DB UK posts the Offer Document;
 - (iii) I shall not withdraw any acceptances of the Offer and will cause the registered holder of any Beneficial Shares not to do so; and
 - (iv) DB UK shall acquire the Beneficial Shares and any Further Arriva Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking other than the proposed final dividend of 18.8 pence per ordinary share in the capital of Arriva in respect of the financial year ended 31 December 2009 which, subject to it being approved by the shareholders of Arriva at the Arriva Annual General Meeting on 6 May 2010, will be paid on 10 May 2010 to those shareholders of Arriva on the register at close of business on 9 April 2010.

Voting Rights

6. From the time DB UK releases the Press Announcement to the time this undertaking lapses in accordance with paragraph 14 below:
- (a) I shall exercise the voting rights attached to any Further Arriva Shares on a Relevant Resolution (as defined in paragraph 7) only in accordance with DB UK's directions;
 - (b) I shall exercise the rights attaching to any Further Arriva Shares to requisition or join in requisitioning any general or class meeting of Arriva pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Arriva to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with DB UK's directions;
 - (c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by DB UK appointing any person nominated by DB UK to attend and vote at the relevant general or class meeting of Arriva; and
 - (d) I shall cause the registered holder of any Beneficial Shares to comply with paragraphs 6(a) to 6(c) in respect of the Beneficial Shares.

7. **A Relevant Resolution** means:
- (a) a resolution (whether or not amended) proposed at a general or class meeting of Arriva, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement in relation to Arriva which is proposed in competition with the Scheme or the Offer);
 - (b) a resolution to adjourn a general or class meeting of Arriva whose business includes the consideration of a resolution falling within paragraph 7(a); and
 - (c) a resolution to amend a resolution falling within paragraph 7(a) or paragraph 7(b).

Documentation

8. I consent to:
- (a) this undertaking being disclosed to the Panel;
 - (b) the inclusion of references to me and the registered holder of any Beneficial Shares, and particulars of this undertaking and my holdings of relevant securities of Arriva being included in the Press Announcement and Scheme Document or Offer Document, and any other announcement made, or document issued, by or on behalf of DB UK or Arriva in connection with the Acquisition; and
 - (c) this undertaking being available for inspection as required by Rule 26 of the Code or the Listing Rules of the Financial Services Authority.
9. I shall promptly give you and Arriva all relevant personal information and any assistance as you may reasonably require for the preparation of the Press Announcement, the Scheme Document or Offer Document and any other announcement to be made, or document to be issued, by or on behalf of DB UK or Arriva in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body. I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you pursuant to this undertaking.

Secrecy

10. Subject and save to the extent required by the Code, the Panel, the Court, the Companies Act 2006, the Financial Services Authority, the London Stock Exchange or any other legal or regulatory requirement or body to which I am or Arriva is subject, I shall keep secret:
- (a) the possibility, terms and conditions of the Acquisition and the existence of this undertaking until the Press Announcement is released; and
 - (b) other than those terms detailed in the Press Announcement, the terms of this undertaking until the Scheme Document or Offer Document (whichever is earlier) is posted,

provided that I may disclose the same to Arriva and its advisers in which case I shall use reasonable endeavours to procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

11. I understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Financial Services and Markets Act 2000 I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Interpretation

12. In this undertaking:

- (a) the *Scheme* means the offer, to be implemented by means of a scheme of arrangement of Arriva under section 895 Companies Act 2006, to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Court, the Companies Act 2006, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Scheme* also includes any new, increased, renewed or revised scheme of arrangement for the acquisition by DB UK of shares in Arriva; and
- (b) the *Offer* means the offer to be made by or on behalf of DB UK to acquire all the issued and to be issued ordinary share capital of Arriva other than that already owned by DB UK and its associates (as defined in section 988 Companies Act 2006) substantially on the terms of the Press Announcement or on such other terms as may be agreed between DB UK and Arriva or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the *Offer* also includes any new, increased, renewed or revised offer made by or on behalf of DB UK to acquire shares in Arriva.

Time of the Essence

13. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

14. Subject to paragraph 15, this undertaking shall lapse if:

- (a) the Press Announcement is not released by 23 April 2010 (or such later date as DB UK and Arriva may agree);
- (b) DB UK announces that it does not intend to proceed with the Scheme or make the Offer (as applicable) and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.5 of the Code at the same time;

- (c) DB UK elects to implement the Acquisition by way of an Offer, the Offer Document is not despatched to Arriva shareholders within 28 days of the date of the Press Announcement; or
- (d) the Scheme or Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.5 of the Code, in its place or is announced, in accordance with Rule 2.5 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against DB UK.

15. For the avoidance of doubt, this undertaking shall not lapse if DB UK elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme.

Power of Attorney

16. In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of the members for the time being of the Management Board of Deutsche Bahn AG as my attorney:

- (a) if I fail to comply with any of the undertakings in paragraph 5, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Beneficial Shares and any Further Arriva Shares (as appropriate); and
- (b) to execute any form of proxy required by DB UK to appoint any person nominated by DB UK to attend a general or class meeting of Arriva and vote on a Relevant Resolution (as defined in paragraph 7).

17. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Scheme becomes effective, lapses or is withdrawn, or the Offer becomes or is declared wholly unconditional, lapses or is withdrawn.

Specific Performance

18. I agree that, if I fail to comply with the undertakings in paragraphs 5(a) or 5(b) or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly DB UK shall be entitled to the remedies of specific performance, injunction or other equitable relief.

Governing Law and Jurisdiction

19. This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SIGNED and DELIVERED as a DEED

Yours faithfully,

Signature.....



Steve Williams

in the presence of:



Signature of witness:.....

GRAEME BALDWIN

Name

Address 43 BAWDALE ROAD
LONDON SE22 9DL