

Prospectus dated 17 September 2008



FirstGroup plc

(Incorporated in Scotland under the Companies Act 1985 with Registered no. SC157176)

£300,000,000

8.125 per cent. Bonds due 2018

Issue price: 99.332 per cent

The £300,000,000 8.125 per cent. Bonds due 2018 (the “**Bonds**”) are issued by FirstGroup plc (the “**Issuer**” or “**FirstGroup**”).

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the “**UK Listing Authority**” and the “**FSMA**” respectively) for the Bonds to be admitted to the official list of the UK Listing Authority (the “**Official List**”) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for the Bonds to be admitted to trading on the London Stock Exchange’s Regulated Market. The London Stock Exchange’s Regulated Market is a regulated market for the purposes of Directive 2004/39/EC (the “**Markets in Financial Instruments Directive**”). This document comprises a prospectus for the purpose of Article 3 of Directive 2003/71/EC (the “**Prospectus Directive**”).

Interest on the Bonds will, subject to “*Terms and Conditions of the Bonds – Interest*”, be payable from (and including) 19 September 2008 at the rate of 8.125 per cent. per annum payable annually in arrear on 19 September in each year.

The Bonds will mature on 19 September 2018 and are subject to redemption or repurchase at the option of the Issuer, as further described under “*Terms and Conditions of the Bonds – Redemption or repurchase at the option of the Issuer*”. Also, the Issuer may, purchase or redeem all (but not some only) of the Bonds at their principal amount together with interest accrued to the date of such purchase or, as the case may be, redemption, in the event of certain tax changes as described under “*Terms and Conditions of the Bonds – Redemption or repurchase for tax reasons*”. The Bonds are also subject to redemption at the option of the holders of the Bonds (the “**Bondholders**”), as further described under “*Terms and Conditions of the Bonds – Redemption at the Option of the Bondholders upon a Change of Control Event*”.

The Bonds will be issued on 19 September 2008 (the “**Issue Date**”) and will initially be represented by a temporary global bond (the “**Temporary Global Bond**”), without interest coupons, which will be deposited with a common depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) on or about 19 September 2008. Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond (the “**Permanent Global Bond**”) and, together with the Temporary Global Bond, the “**Global Bonds**”), without interest coupons, on or after 29 October 2008, upon certification as to non-US beneficial ownership. The Permanent Global Bond will be exchangeable for definitive Bonds in bearer form, with interest coupons attached, in certain limited circumstances – see “*Summary of Provisions relating to the Bonds while in Global Form*”.

All investment in the Bonds involves certain risks. Prospective investors should have regard to the factors described under the section headed “*Risk Factors*” in this Prospectus. This Prospectus does not describe all of the risks of an investment in the Bonds.

The Bonds are expected, on issue, to be rated BBB- and BBB by Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc. and Fitch Ratings Ltd. respectively. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation.

Joint Lead Managers and Joint Bookrunners

BARCLAYS CAPITAL

THE ROYAL BANK OF SCOTLAND

Co-Lead Managers

BAYERISCHE LANDESBANK

CALYON CRÉDIT AGRICOLE CIB

Each of (i) the Issuer and (ii) First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc., Greyhound Lines, Inc. and First West Yorkshire Limited (the “**Guarantors**”) accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer and the Guarantors (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “*Documents Incorporated by Reference*” below) and shall be read and construed on the basis that such documents are incorporated in and form part of this Prospectus.

No person is or has been authorised to give any information or to make any representation other than those contained in or consistent with this Prospectus in connection with the issue or sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer, any of the Guarantors, any of the Managers (as defined in “*Subscription and Sale*” below) or the Trustee. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer, FirstGroup America, Inc. (formerly First PTS, Inc.) (“**FirstGroup America**”) or any of the Guarantors since the date hereof or that there has been no adverse change in the financial position of the Issuer, FirstGroup America or any of the Guarantors since the date hereof or that any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Managers and the Trustee have not separately verified the information contained in this Prospectus. None of the Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated in this Prospectus or any other information provided by the Issuer or any of the Guarantors in connection with the offering of the Bonds. None of the Managers or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer or any of the Guarantors in connection with the offering of the Bonds or their distribution. Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantors, the Managers or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the offering of the Bonds should purchase the Bonds. Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and its purchase of Bonds should be based upon such investigation as it deems necessary. None of the Managers or the Trustee undertakes to review the financial condition or affairs of the Issuer, FirstGroup America or the Guarantors during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to their attention.

In the ordinary course of business, each of the Managers has engaged and may in the future engage in normal banking or investment banking transactions with the Issuer, the Guarantors and their affiliates or any of them.

No person is authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information provided by the Issuer or any of the Guarantors in connection with the offering of the Bonds and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantors, the Managers or the Trustee or any of them. The delivery of this Prospectus at any time does not imply that the information contained in it is correct as at any time subsequent to its date.

Neither this Prospectus nor any other information provided by the Issuer or any of the Guarantors in connection with the offering of the Bonds constitutes an offer of, or an invitation by or on behalf of, the Issuer or the Guarantors or the Managers or any of them to subscribe or purchase, any of the Bonds (see "*Subscription and Sale*" below). The distribution of this Prospectus and the offering of the Bonds in certain jurisdictions may be restricted by law. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer, the Guarantors and the Managers do not represent that this Prospectus may be lawfully distributed, or that the Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantors or the Managers or any of them which is intended to permit a public offering of the Bonds or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the US and the United Kingdom. Persons in receipt of this Prospectus are required by the Issuer, the Guarantors and the Managers to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of Bonds and distribution of this Prospectus, see "*Subscription and Sale*" below.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to US tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the US or to US persons, as defined in Regulation S under the Securities Act. For a description of certain restrictions on offers and sales of Bonds and on distribution of this Prospectus, see "*Subscription and Sale*".

The minimum denomination of the Bonds shall be £50,000 and integral multiples of £1,000 in excess thereof up to and including £99,000. No definitive Bonds will be issued with a denomination above £99,000.

In this Prospectus, unless otherwise specified, all references to "pounds", "sterling", "£", "p" or "pence" are to the lawful currency of the United Kingdom and references to "euro" and "€" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

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IN CONNECTION WITH THE ISSUE OF THE BONDS, ONE OR MORE MANAGERS AS STABILISING MANAGER(S) (THE “STABILISING MANAGER(S)”) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) MAY OVER-ALLOT BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE BONDS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE BONDS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

Documents Incorporated by Reference

This Prospectus should be read and construed in conjunction with the audited consolidated annual financial statements of the Issuer and FirstGroup America for the financial years ended 31 March 2007 and 2008 and the audited non-consolidated annual financial statements of First West Yorkshire Limited for the financial years ended 31 March 2007 and 2008 together, in each case, with the audit report thereon, which have been previously published or are published simultaneously with this Prospectus and which have been approved by the Financial Services Authority or filed with it. Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Following the publication of this Prospectus a supplement may be prepared by the Issuer and approved by the UK Listing Authority in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute part of this Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus prior to the issue date which is capable of affecting the assessment of the Bonds, prepare a supplement to this Prospectus. The Issuer has undertaken to the Managers that it will comply with section 87G of the FSMA.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Overview of Bonds

The following overview does not purport to be complete and is taken from, and is qualified in entirety by, the remainder of this document including the documents incorporated by reference. Words and expressions defined in the “Terms and Conditions of the Bonds” below shall have the same meaning in this overview.

Issuer:	FirstGroup plc (the “ Issuer ” or “ FirstGroup ”)
Guarantors:	First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc., Greyhound Lines, Inc. and First West Yorkshire Limited (the “ Guarantors ”). It is intended that First Student, Inc. may merge into Laidlaw Transit, Inc. during the financial year ending 31 March 2009, with the surviving entity (which will be a Guarantor) to be renamed “First Student, Inc.”
Description:	Unsubordinated Fixed Rate Bonds.
Size:	£300,000,000
Managers:	<i>Joint Lead Managers and Joint Bookrunners</i> Barclays Bank PLC The Royal Bank of Scotland plc <i>Co-Lead Managers</i> Bayerische Landesbank CALYON
Trustee:	The Law Debenture Trust Corporation p.l.c.
Principal Paying Agent:	Royal Bank of Canada Europe Limited
Paying Agent:	Royal Bank of Canada (Suisse)
Issue Price:	99.332 per cent.
Form of Bonds:	Bearer.
Clearing Systems:	Euroclear and Clearstream, Luxembourg.
Currency:	Pounds sterling (£).
Maturity:	19 September 2018.
Denominations:	£50,000 and integral multiples of £1,000 in excess thereof up to and including £99,000. No definitive Bonds will be issued with a denomination above £99,000.

Interest Payment:	Interest on the Bonds will be payable from (and including) 19 September 2008 at the rate of 8.125 per cent. per annum payable annually in arrear on 19 September in each year. See “ <i>Terms and Conditions of the Bonds – Interest</i> ”.
Coupon step-up	The interest rate payable on the Bonds will, subject to and in accordance with Condition 4, “ <i>Interest</i> ”, be increased to 9.375 per cent. per annum in the event that the Bonds are not rated at least BBB- by at least two Rating Agencies (as defined in Condition 4), with effect from the Interest Payment Date next following the Bonds ceasing to be so rated until such time as a subsequent rate adjustment shall become effective pursuant to the provisions of Condition 4.
Status of Bonds:	The Bonds will constitute unsubordinated and unsecured obligations of the Issuer as described in “ <i>Terms and Conditions of the Bonds – Status</i> ”.
Negative Pledge:	The terms of the Bonds will, subject to the exceptions contained in and in accordance with Condition 3, “ <i>Negative Pledge</i> ”, contain a negative pledge provision which provides that the Issuer will not, and will procure that no Material Subsidiary (as defined in Condition 3) shall create or permit to subsist any Security Interest (as defined in Condition 3) to secure payment of any present or future Indebtedness (as defined in Condition 3) of any person or to secure any guarantee given by the Issuer or any Material Subsidiary of any Indebtedness (as defined in Condition 3) of any person unless the same Security Interest is also provided for the Bondholders on a <i>pari passu</i> basis. See “ <i>Terms and Conditions of the Bonds – Negative Pledge</i> ”.
Optional Redemption:	The Issuer may, subject to and in accordance with Condition 5(c), “ <i>Redemption and repurchase at the option of the Issuer</i> ”, on giving notice to the Bondholders, redeem or purchase, and any of its Subsidiaries may purchase, all (but not some only) of the Bonds for the time being outstanding at any time at the Redemption Price (as defined in Condition 5(c), “ <i>Redemption and repurchase at the option of the Issuer</i> ”) together with interest accrued to (but excluding) the date of redemption or, as the case may be, purchase.

Early Redemption:

The Bondholders may, subject to and in accordance with Condition 5(d), "*Redemption at the option of the Bondholders upon a Change of Control Event*", on the occurrence of a Put Event (as defined in Condition 5(d)), exercise an option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) the Bonds on the Put Date (as defined in Condition 5(d)) at their principal amount, together with any interest accrued up to (but excluding) the Put Date.

The Issuer may, subject to and in accordance with Condition 5(b), "*Redemption or repurchase for tax reasons*", on giving notice to the Bondholders, redeem or purchase all (but not some only) of the Bonds at their principal amount outstanding together with interest accrued to (but excluding) the date of such purchase or, as the case may be, redemption if, on the occasion of the next payment of principal or interest in respect of the Bonds, the Issuer has or will become obliged to pay additional amounts (as provided in Condition 7) as a result of any actual or proposed change in, or amendment to, the laws, regulations or treaties of the United Kingdom or any political sub-division thereof or any authority therein or thereof having power to tax, or in the application or official interpretation of such laws, regulations or treaties, which change or amendment becomes effective after the Issue Date.

See "*Terms and Conditions of the Bonds - Redemption and Purchase*".

Withholding Tax:

All payments in respect of the Bonds and Coupons will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by, or on behalf of, the United Kingdom or any political sub-division thereof, or by any authority therein or thereof having power to tax, save as may be required by law. In the event that any such withholding or deduction is required by law, the Issuer will, save in certain customary circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted. See "*Terms and Conditions of the Bonds – Taxation*".

Governing Law:

The Bonds will be governed by and construed in accordance with English law.

- Guarantee:** The Bonds will, subject to the termination provisions described below, be unconditionally and irrevocably guaranteed by deed poll given initially by the Guarantors (the “**Deed Poll Guarantee**”), which Guarantors are, as at the date of this Prospectus, guarantors of certain banking facilities entered into by the Issuer. The Deed Poll Guarantee will terminate in respect of an individual Guarantor on the date on which either (i) such Guarantor has been released from such guarantees in respect of such banking facilities, or (ii) such Guarantor ceases to be a Subsidiary of the Issuer.
- Listing:** Application has been made to the UK Listing Authority for the Bonds to be admitted to the Official List. Application has also been made to the London Stock Exchange for the Bonds to be admitted to trading on the London Stock Exchange’s Regulated Market.
- Ratings:** The Bonds are expected, on issue, to be rated BBB- and BBB by Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc. and Fitch Ratings Ltd. respectively. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation.
- Selling Restrictions:** There are restrictions in relation to the offering and sale of the Bonds and the distribution of offering material in certain jurisdictions. See “*Subscription and Sale*”.

Risk Factors

The Issuer believes that the following factors may affect its ability to fulfil its respective obligations under the Bonds and the Guarantors believe that, unless otherwise indicated, the following factors may affect their ability to fulfil their respective obligations under the Deed Poll Guarantee. Most of these factors are contingencies which may or may not occur and neither the Issuer nor any of the Guarantors is in a position to express a view on the likelihood of any such contingency occurring. In addition, risk factors which are specific to the Bonds are also described below.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Bonds issued under the Prospectus are also described below.

The Issuer and (where applicable) the Guarantors believe that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Bonds or of the Guarantors to make payments due under the Deed Poll Guarantee may occur for other reasons and neither the Issuer nor any Guarantor represents that the statements below regarding the risks of holding any Bonds are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

*In these risk factors, “**Group**” means the Issuer and its subsidiaries. Risks expressed to affect the Group should, unless otherwise indicated, be taken also to affect the Guarantors.*

Risks specific to the Group’s business

Set out below is a brief description of potential risk factors that could have an impact on the Group’s business:

Competitive pressures

The Group’s businesses compete in the areas of pricing and service and face competition from a number of sources.

In the UK Bus business (including First West Yorkshire Limited), the Group’s main competitor is the car. The cost of driving a car is generally perceived as being lower than travelling by bus, especially if there is more than one person in the car. The main competitor to the UK Rail businesses is again the car and, to a lesser extent, long-distance coach operators and budget airlines.

In North America, the Group’s businesses (including First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc. and Greyhound Lines, Inc.) cover a wide geographic spread competing with several large companies as well as a substantial number of smaller, locally owned or government owned operators. The Group’s competitors in the yellow school bus business can also include school districts, as most school districts also operate their own school buses. Similarly, while the majority of transit and service business streams are operated by private entities, including several large companies, the Group’s Transit and Services businesses also compete with many municipalities. The Group’s recently acquired Greyhound coach operations

face competition from a number of other local and regional coach operators in North America as well as from budget airlines and rail lines.

Although the Group seeks to mitigate competitive pressures by, amongst other things, working with local and national bodies to ensure that the services provided meet, or exceed, the requirements of stakeholders, and although the Group continues to compete on service, price and quality in all the markets in which it operates, there can be no assurance that competitive pressures may not in the future adversely impact the Group's business and results of operations.

Rail franchise agreements

The Issuer and its subsidiaries in the UK Rail business are required to comply with certain, principally performance-related, conditions as part of its rail franchise agreements. Compliance with franchise conditions is closely managed and monitored on a monthly basis by senior management and procedures are in place to minimise the risk of non-compliance. However, if these procedures are not successful and the Issuer and/or its relevant subsidiaries fail to comply with the conditions of its rail franchise agreements, it may be liable to penalties, including the potential termination of one or more of the rail franchise agreements. This would result in the Issuer and/or its relevant subsidiaries losing the right to continue operating the affected operations and consequently, the related revenues or cash flows. The Issuer and/or its relevant subsidiaries may also lose some or all of the amounts set aside as security for performance bonds and season ticket bonds. Any such loss of revenues or cash flow could adversely impact the Issuer's business and results of operations.

Legislation and regulation

The Group's businesses are subject to numerous laws regulating safety procedures, equipment specifications, employment requirements, environmental procedures, insurance coverage and other operating issues and considerations. These laws and regulations are constantly subject to change. Whilst the Group regularly lobbies government and transport bodies, the costs associated with complying with the adoption of new legislation, regulations or other laws could adversely impact the Group's business and results of operations.

Labour costs

Labour costs represent the largest component of the Group's operating costs. Labour shortages, or low unemployment rates, could hinder the Group's ability to recruit and retain qualified employees leading to a higher than expected increase in the cost of recruitment, training and other staff costs. The Group seeks to mitigate these risks by its recruitment structure and retention policies, however if it is not successful in recruiting and retaining qualified employees, this could adversely impact the Group's business and results of operations.

Pensions

As at 31 March 2008, the Group had a pension surplus in its consolidated accounts of £89 million.

The Group is at risk from potential shortfalls in the funding of its various retirement and healthcare benefit schemes. The liabilities of these schemes in the Group's accounts reflect the Group's estimate of life expectancy, inflation, discount rates and salary growth, which may change. These schemes are generally funded from cash flow contributions by the Group, its employees, and externally under trust through investments in equities, bonds and other external assets, the values of which are dependent on, among other things, the performance of equity and debt markets, which can be volatile. Changes in the value of the assets or liabilities of these schemes and therefore their funding status may require additional funding from the employing entities and may adversely impact the Group's business and results of operations.

Fuel costs

Fuel prices and supply levels can be influenced significantly by international, political and economic circumstances. If fuel supply shortages were to arise because of national strikes, world supply difficulties, disruption of refining capacity or oil imports this could result in higher fuel prices and disruption to services. The Group seeks to mitigate the risks of rising fuel costs by regularly entering into forward contracts to buy fuel at fixed prices and through efficiency and pricing measures. Fuel costs which are at risk from volatility in fuel prices, before hedging but after customer contract protections, are approximately 10% of UK Bus revenues, 4% of UK Rail revenues, 8% of Yellow School Bus revenues and 8% of Greyhound revenues. Fuel costs are less than 1% of Transit & Services revenues (including the revenues of First Transit, Inc.). As at 1 September 2008, UK Bus and UK Rail are fully hedged for the financial year ending 31 March 2009, and 71% hedged for the financial year ending 31 March 2010. Yellow School Bus and Greyhound are fully hedged for the financial year ending 31 March 2009 and 70% hedged for the financial year ending 31 March 2010. However, increases in fuel prices which are not fully mitigated by these policies could adversely impact the Group's business and results of operations.

Insurance costs

The Group has three main insurable risks: auto liability, workers' compensation and property damage. The size of the Group's operations are such that there is a high frequency of low value claims, for which the Group self-insures for claims up to certain limits, and purchases insurance above these limits from reputable global insurance firms.

Insurance reserves for self insured costs are made from estimates of losses that the Group will ultimately incur on accidents or incidents that have been reported but not paid and accidents or incidents that have taken place but have not yet been reported. These reserves are based on actuarial valuations that are prepared regularly by independent actuaries. The actuarial valuations are prepared after a number of factors are considered, including, historical claim payment patterns and changes in case reserves, the assumed rate of increase in medical treatment cost, property damage repairs and ultimate compensation. Historical experience and recent trends are the most significant factors considered in the determination of these reserves. Given the magnitude of the claims involved and the length of time until the ultimate cost is known, the use of any estimation technique is inherently uncertain. Although the Group seeks to mitigate the risk of rising insurance costs through its emphasis on safety, there can be no assurance that future insurance costs may not adversely impact the Group's business and results of operations.

Terrorism

Terrorist acts and the public's concerns about potential attacks could adversely affect demand for the Group's services. More particularly if the Group were to be perceived as not taking all reasonable precautions to guard against potential terrorist acts this could adversely affect the Group's reputation with the public. This could adversely impact the Group's business and results of operations.

Retention of key management

Attracting and keeping key members of senior management is vital in ensuring that the Group continues to have the necessary expertise and continuity to execute its strategy. There can be no assurances that the Group will continue to be able to attract and retain the appropriate members of senior management. A failure to attract, or the loss of, such key members of senior management could adversely impact the Group's business and results of operations.

Customer service and contract retention

The Group's revenues are at risk if it does not continue to provide the level of service expected by customers. This could result in contracts not being renewed in the case of the Group's North American business and passengers no longer using the Group's services in the UK. The Group seeks to mitigate this risk through, amongst other things, staff training programmes, however a deterioration in customer service or contract retention could adversely impact the Group's business and results of operations.

Economy

An economic downturn, whether at a global, regional or national level, could have a negative impact on the Group's business and results of operations as the level of economic activity affects the number of bus and train journeys taken by passengers in the markets in which the Group operates. Many of the areas of the Group's business offer a certain degree of protection against economic downturn in specific geographic markets, in particular the school bus business, the revenue-sharing arrangements in place in relation to certain rail franchises and the ability of many of the Group's UK bus companies to modify services on 45 days' notice. However, a prolonged downturn could adversely impact the Group's business and results of operations.

Currency Exchange Rate Fluctuations and Exposure

The Group's principal operations are in the UK, the US and Canada and are therefore subject to currency fluctuations, both in terms of its trading activities and the translation of its financial statements (the Group reports in pounds sterling). Although the Group currently has a significant natural hedge in its income statement and cash flows arising from dollar-denominated fuel costs to its UK businesses, and has hedging policies which seek to mitigate certain currency exchange rate risks, the Group's results of operations and financial position are sensitive to the relationships between pounds sterling, the US dollar and the Canadian dollar. Should fluctuations in currency prices not be successfully mitigated by the Group's hedging policies and its current significant natural hedge in its income statement, currency movements

could adversely impact the Group's business and results of operations.

Integration of Acquisitions

During the financial year ended 31 March 2008, the Group acquired Laidlaw International, Inc. and its businesses. The Group may make further acquisitions of businesses. There can be no assurance that the Group has anticipated all problems associated with the recently acquired businesses, or that all potential losses associated with it or with any businesses which may be acquired by the Group may come to light prior to the expiration of any warranty and indemnity protections. The Group's businesses and results of operations could be adversely affected should there be any failure in the Group's due diligence of the operating and financial condition of these acquired businesses, or their integration into the Group's operations.

Structural Subordination and Dependencies

The Issuer is a holding company and therefore many of the Group's risks reside in its subsidiaries and affiliated companies. The Issuer's ability to meet its financial obligations is dependent, to a limited extent, upon the availability of cash flows from members of the Group through dividends, inter-company loans and other payments. In addition, the Issuer and the Guarantors are dependent upon each other and/or other Group members for various functions, which include the guarantee by the Guarantors of the Bonds pursuant to the Deed Poll Guarantee and certain other of the Issuer's financing arrangements. Claims by the creditors of the Issuer's subsidiaries may adversely affect the ability of those subsidiaries to support the Issuer in fulfilling its obligations. In addition, each of First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc. and Greyhound Lines has subsidiaries in the Group. The unavailability of cash flows from the subsidiaries of any Guarantor through dividends, inter-company loans or other payments, or claims by the creditors of the subsidiaries of any Guarantor may adversely affect the ability of those subsidiaries to support that Guarantor in fulfilling its obligations under the Deed Poll Guarantee.

Risks Relating to the Bonds Generally

Set out below is a brief description of certain risks relating to the Bonds generally:

Optional Redemption by the Issuer

The optional redemption feature may limit the market value of the Bonds. During any period when the Issuer may elect to redeem Bonds, the market value of those Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Modification, waivers and substitution

The Terms and Conditions of the Bonds contain provisions for calling meetings of Bondholders

to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Bonds also provide that the Trustee may, without the consent of the Bondholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Bonds or (ii) determine, without the consent of the Bondholders, that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Bonds in place of the Issuer, as described in Condition 11 of the Terms and Conditions of the Bonds.

Termination of Deed Poll Guarantee

The Bonds will be guaranteed by the Deed Poll Guarantee, given initially by First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc., Greyhound Lines, Inc. and First West Yorkshire Limited (the “**Guarantors**”), which Guarantors are, as at the date of this Prospectus, guarantors of certain banking facilities entered into by the Issuer. The Deed Poll Guarantee will terminate in respect of an individual Guarantor on the date on which either (i) such Guarantor has been released from such guarantees in respect of such banking facilities, or (ii) such Guarantor ceases to be a Subsidiary of the Issuer. Investors should therefore note that the guarantee of any or all of the Guarantors may at any time cease to be enforceable by the Bondholders.

European Monetary Union

If the United Kingdom joins the European Monetary Union prior to the maturity of the Bonds, there is no assurance that this would not adversely affect investors in the Bonds. It is possible that prior to the maturity of the Bonds the United Kingdom may become a participating Member State and that the euro may become the lawful currency of the United Kingdom. In that event: (i) all amounts payable in respect of the Bonds may become payable in euro; (ii) the law may allow or require the Bonds to be re-denominated into euro and additional measures to be taken in respect of the Bonds; and (iii) there may no longer be available published or displayed rates for deposits in sterling used to determine the rates of interest on the Bonds or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the euro could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the Bonds.

EU Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”), each Member State of the European Union is required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required, unless during such period those countries elect otherwise, to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of other non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer, the Guarantors nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Bond or Coupon as a result of the imposition of such withholding tax. The Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to operate a withholding system pursuant to the Savings Directive.

Change of law

The Terms and Conditions of the Bonds are based on English law in effect as at the date of issue of the Bonds. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the Bonds.

Integral multiples of less than £50,000

Although the Bonds are required to have a minimum denomination of £50,000, it is possible that the Bonds may be traded in the clearing systems in amounts in excess of £50,000 that are not integral multiples of £50,000. In such a case, should definitive Bonds be required to be issued, they will be issued in principal amounts of £50,000 and higher integral multiples of £1,000 up to a maximum of £99,000 but will in no circumstances be issued to Bondholders who hold Bonds in the relevant clearing system in amounts that are less than £50,000.

If definitive Bonds are issued, Bondholders should be aware that definitive Bonds which have a denomination that is not an integral multiple of £50,000 may be illiquid and difficult to trade.

Risks related to the market generally

Set below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

The Bonds may have no established trading market when issued, and one may never develop. If a market does develop it may not be liquid. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on Bonds and the Guarantors will make any payments under the Deed Poll Guarantee in sterling. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than sterling. These include the risk that exchange rates may significantly change (including changes due to devaluation of sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to sterling would decrease (1) the Investor's Currency-equivalent yield on the Bonds, (2) the Investor's Currency-equivalent value of the principal

payable on the Bonds and (3) the Investor's Currency-equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of them.

Credit ratings may not reflect all risks

The Bonds are expected, on issue, to be rated BBB- and BBB by Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. and Fitch Ratings Ltd. respectively and one or more other independent credit rating agencies may from time to time assign credit ratings to the Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Bonds are legal investments for it, (2) the Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of the Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules.

Terms and Conditions of the Bonds

The following, subject to minor amendment, are the Terms and Conditions of the Bonds, substantially as they will appear on the Bonds in definitive form (if issued).

The £300,000,000 8.125 per cent. Bonds due 2018 (the "**Bonds**" which expression shall, in these Terms and Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 12 and forming a single series therewith) of FirstGroup plc (the "**Issuer**") are constituted by a trust deed as at the date of the issue of the Bonds (the "**Issue Date**"), (the "**Trust Deed**") dated on or about 19 September 2008 between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Bonds (the "**Bondholders**"). The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

The issue of the Bonds was authorised by resolutions of the Board of Directors of the Issuer passed on 8 May 2008 and 26 August 2008, and by a resolution of a duly authorised committee thereof passed on 10 September 2008.

Payments in respect of the Bonds will be made pursuant to an agency agreement (the "**Agency Agreement**") dated on or about 19 September 2008 and made between the Issuer, the Trustee, Royal Bank of Canada Europe Limited as principal paying agent (the "**Principal Paying Agent**") and the other paying agents (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include any additional paying agents or successor, successors, assign or assigns as Paying Agents under the Agency Agreement) referred to therein. Copies of the Trust Deed and the Agency Agreement are available for inspection at the registered office for the time being of the Trustee, being at the Issue Date, Fifth Floor, 100 Wood Street, London, EC2V 7EX, and at the specified office of each of the Paying Agents. The Bondholders and the holders of the interest coupons (the "**Couponholders**") appertaining to the Bonds (the "**Coupons**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those applicable to them of the Agency Agreement.

The Bonds will, subject to the termination provisions described below, be unconditionally and irrevocably guaranteed by deed poll given initially by First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc., Greyhound Lines, Inc. and First West Yorkshire Limited (the "**Guarantors**"), which Guarantors are, as at 17 September 2008, guarantors of certain banking facilities entered into by the Issuer. The deed poll will terminate in respect of an individual Guarantor on the date on which either (i) such Guarantor has been released from such guarantees in respect of such banking facilities, or (ii) such Guarantor ceases to be a Subsidiary of the Issuer.

1. Form, Denomination and Title

These Bonds are issued in bearer form, serially numbered, with Coupons attached on issue, in denominations of £50,000 and integral multiples of £1,000 in excess thereof up to and including £99,000. No definitive Bonds will be issued with a denomination above £99,000.

Title to the Bonds and the Coupons will pass by delivery. The Issuer, the Trustee and the Paying Agents may deem and treat the bearer of any Bond or Coupon as the absolute owner thereof (whether or not the Bond or Coupon shall be overdue and notwithstanding any notice of

ownership or other writing thereon or notice of any previous loss or theft thereof) for the purpose of receiving payment thereon or on account thereof and for all other purposes.

2. Status

The Bonds and the Coupons are direct, unconditional and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank without any preference among themselves and (subject as aforesaid) *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but in the event of insolvency only to the extent permitted by applicable laws relating to creditors' rights.

3. Negative Pledge

So long as any of the Bonds remain outstanding (as defined in the Trust Deed), the Issuer will not, and will procure, so far as it can by the proper exercise of voting and other rights or powers of control exercisable by it in relation to Subsidiaries, that no Material Subsidiary shall, create or permit to subsist any mortgage, charge, lien, pledge or other equivalent or similar security interest (each a "**Security Interest**") upon the whole or any part of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure payment of any present or future Indebtedness of any person or to secure any guarantee given by the Issuer or any Material Subsidiary of any Indebtedness of any person, without at the same time according to the Bonds, the Coupons and all amounts payable under the Trust Deed, to the satisfaction of the Trustee, either the same Security Interest as is created or subsisting to secure such Indebtedness or guarantee or such other Security Interest or other arrangement (whether or not involving the creation of a Security Interest) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders, save that the Issuer or any Material Subsidiary may create or permit to subsist (without the obligation to accord as aforesaid) a Permitted Security Interest.

In these Terms and Conditions:

"**Group**" means the Issuer and its Subsidiaries.

"**Indebtedness**" means any indebtedness (whether being principal, premium or interest) for or in respect of any notes, bonds, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit or any leasing or hire purchase agreement which is in the nature of borrowed money.

"**Material Subsidiary**" means, at any time, any Subsidiary whose turnover (excluding intra-Group turnover), as shown in its most recent annual audited accounts, and consolidated in the case of a Subsidiary which ordinarily produces consolidated accounts, exceeds 10 per cent. of the consolidated turnover of the Group (excluding the turnover of all Excluded Subsidiaries (as defined below)), as shown in the Group's most recent consolidated annual audited accounts, and any Subsidiary to which is transferred the whole or substantially the whole of the assets and undertaking of a Material Subsidiary, but excluding any Subsidiary (an "**Excluded Subsidiary**") that is a single-purpose company whose principal assets are constituted by one or more projects or contracts, none of whose Indebtedness is the subject of security, a guarantee or indemnity from the Issuer or any Material Subsidiary, and which the Issuer has designated as

such for the time being by written notice to the Trustee.

"Permitted Security Interest" means:

- (a) (i) a Security Interest arising by operation of law or granted (A) to the Secretary of State for Transport or to Scottish Ministers pursuant to the requirements of the Secretary of State for Transport or Scottish Ministers and/or pursuant to the Railways Act 1993 as amended by the Transport Act 2000 and the Railways Act 2005 or (B) to any other relevant competent authority pursuant to a similar requirement under the laws of any jurisdiction, including in each case and without limitation, in connection with season tickets bonds, liquidity bonds and performance bonds, or (ii) a Security Interest existing on 19 September 2008;
- (b) a Security Interest on assets of a company acquired by a member of the Group after 19 September 2008 which upon acquisition becomes a Material Subsidiary, provided that (i) such Security Interest was not created in contemplation of such acquisition, (ii) the principal amount then secured is not exceeded or increased, and (iii) the then repayment date thereof is not extended;
- (c) a Security Interest created by a member of the Group securing Indebtedness or guarantees thereof where the principal amount of the Indebtedness or guarantees thereof thereby secured, when aggregated with the principal amount of all other Indebtedness or guarantees thereof then secured, does not in aggregate exceed £25,000,000 at any time on or before 15 April 2013 or £50,000,000 thereafter (or their equivalents in any other currency);
- (d) rights of set-off or indemnity arrangements arising in the ordinary course of business, or netting or indemnity arrangements arising in the ordinary course of banking business, or a Security Interest created in connection with finance leasing, hire purchase or contract hire arrangements;
- (e) a Security Interest arising by way of retention of title to goods by the supplier of goods where those goods are supplied subject to the retention of title and are acquired in the ordinary course of business; or
- (f) a Security Interest granted by a member of the Group in favour of another member of the Group.

"Subsidiary" has the meaning ascribed thereto in Section 736 of the Companies Act 1985.

4. Interest

- (a) The Bonds bear interest from (and including) 19 September 2008 payable annually in arrear on 19 September in each year (each an **"Interest Payment Date"**) and, provided the Bonds satisfy the Minimum Rating Requirement on the Issue Date, the first payment of interest shall amount to £81.25 per £1,000.00 in principal amount of the Bonds.
- (b) The interest rate payable on the Bonds shall be the Initial Rate of Interest, subject to adjustment in accordance with the Interest Ratchet (each such adjustment, a **"Rate**

Adjustment”). Any Rate Adjustment shall apply in respect of the Interest Period commencing on the Interest Payment Date immediately following the date of the relevant Step Up Event or Step Down Event or, in the case of an Initial Step Up Event, on the Issue Date, as the case may be, until either a further Rate Adjustment becomes effective or to the date on which the Bonds cease to bear interest, as the case may be. For the avoidance of doubt, if a Step Up Event and a Step Down Event occur during the same Interest Period, there shall be no adjustment to the rate of interest applicable to the next following Interest Period.

- (c) The Issuer will cause each Rate Adjustment to be notified to the Principal Paying Agent, the Trustee and notice thereof to be published in accordance with Condition 15 (*Notices*) as soon as possible after the occurrence of the relevant Step Up Event or the Step Down Event, as the case may be, but in no event later than the tenth Business Day thereafter.
- (d) Each Bond will cease to bear interest from the due date for redemption unless, upon due presentation, payment of the principal is improperly withheld or refused. In such event, interest will continue to accrue (after as well as before any judgement) as provided in the Trust Deed.
- (e) If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a day count fraction: (a) the numerator of which is the number of days from (and including) the most recent Interest Payment Date (or from the Issue Date if such period is before the first scheduled Interest Payment Date) to (but excluding) the date of payment; and (b) the denominator of which is the number of days (including the first and excluding the last) in the scheduled interest period in which the relevant calculation period falls.
- (f) If the rating designations employed by S&P or Fitch Ratings are changed from that which is described in the definition of “Specified Threshold” below, or if a rating is assigned by another Rating Agency, the Issuer shall determine, with the agreement of the Trustee (and the Trustee may (and shall if so required by the Issuer, subject to its being indemnified and/or secured and/or prefunded to its satisfaction) consult promptly and may rely absolutely on advice from a reputable financial adviser in this regard and shall not be liable for such reliance), the rating designations of S&P or Fitch Ratings or such other Rating Agency (as appropriate) as are most equivalent to the prior rating designations of S&P or Fitch Ratings, and this Condition 4 shall be construed accordingly.

Where, in these Terms and Conditions:

“Fitch Ratings” means Fitch Ratings Ltd.

“Initial Rate of Interest” means 8.125 per cent. per annum.

“Interest Period” means the period beginning on and including the Issue Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the

next succeeding Interest Payment Date.

“Interest Ratchet” means the following rates of interest:

- (a) upon the occurrence of a Step Up Event: the Initial Rate of Interest plus 1.25 per cent. per annum; and
- (b) upon the occurrence of a Step Down Event: the Initial Rate of Interest.

“Minimum Rating Requirement” means that there shall be in existence Ratings equal to or higher than the Specified Threshold from at least two Rating Agencies at any particular time.

“Rating” means a rating of the Bonds.

“Rating Agency” means S&P or Fitch Ratings or any other rating agency of equivalent standing specified by the Issuer from time to time and agreed in writing by the Trustee (and the Trustee may (and shall if so required by the Issuer, subject to its being indemnified and/or secured and/or prefunded to its satisfaction) consult promptly and may rely absolutely on advice from a reputable financial adviser in this regard and shall not be liable for such reliance) and, in each case, their successors but excluding any rating agency providing a Rating on an unsolicited basis.

“S&P” means Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc.

“Specified Threshold” means BBB-.

“Step Down Event” means:

- (i) the reinstatement of the Minimum Rating Requirement following the occurrence of a Step Up Event; or
- (ii) following an Initial Step Up Event, if the Minimum Rating Requirement is subsequently satisfied.

“Step Up Event” means:

- (i) the Bonds do not satisfy the Minimum Rating Requirement on the Issue Date (an **“Initial Step Up Event”**); or
- (ii) a failure to meet the Minimum Rating Requirement at any time, unless the Minimum Rating Requirement has again become satisfied by the Interest Payment Date immediately following the relevant failure to meet the Minimum Rating Requirement.

5. Redemption and Purchase

(a) Scheduled redemption

Unless previously redeemed or purchased and cancelled as provided below, each of the Bonds shall be redeemed at its principal amount on 19 September 2018.

(b) Redemption or repurchase for tax reasons

If, as a result of any actual or proposed change in, or amendment to, the laws, regulations or treaties of the United Kingdom or any political sub-division thereof or any authority therein or thereof having power to tax, or in the application or official interpretation of such laws, regulations or treaties, which change or amendment becomes effective after the Issue Date, on the occasion of the next payment of principal or interest in respect of the Bonds, the Issuer would be unable to make such payment without having to pay additional amounts as provided or referred to in Condition 7, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Bondholders in accordance with Condition 15 (which notice shall be irrevocable) and to the Trustee, purchase or redeem all (but not some only) of the Bonds (other than any Bonds in respect of which a notice has been given pursuant to Condition 5(c)) at their principal amount outstanding together with interest accrued to (but excluding) the date of such purchase or, as the case may be, redemption, provided that no such notice of purchase or, as the case may be, notice of redemption may be given earlier than 45 days before the earliest date on which the Issuer would be required to pay the additional amounts were a payment in respect of the Bonds then due.

It shall be sufficient to establish the existence of the circumstances required to be established pursuant to this paragraph if the Issuer shall deliver to the Trustee a certificate of an independent lawyer or accountant satisfactory to the Trustee in a form satisfactory to the Trustee to the effect either that such circumstances exist or that, upon a change in, or amendment to, the laws, regulations or treaties of the United Kingdom or any political subdivision thereof or any authority therein or thereof having power to tax or in the application or official interpretation thereof, which at the date of such certificate is proposed and which in the opinion of such lawyer or accountant is reasonably expected to become effective on or prior to the date on which the relevant payment of principal or interest in respect of the Bonds would otherwise be made, becoming so effective, such circumstances would exist.

(c) Redemption and repurchase at the option of the Issuer

On giving not less than 10 nor more than 20 days' notice to the Bondholders in accordance with Condition 15, the Issuer may redeem or purchase, and any of its Subsidiaries may purchase, all (but not some only) of the Bonds for the time being outstanding at any time at the Redemption Price (as defined below) together with interest accrued to (but excluding) the date of redemption or, as the case may be, purchase (the "**Repurchase Date**").

The "**Redemption Price**" shall be the higher of (a) the principal amount outstanding of the Bonds and (b) the principal amount outstanding of the Bonds multiplied by the price (as reported in writing to the Issuer and the Trustee by an independent financial adviser appointed by the Issuer and approved by the Trustee) at which the Gross Redemption Yield on the Bonds on the Calculation Date is equal to the Gross Redemption Yield at 11.00 a.m. (London time) on the

Calculation Date of 5% Treasury Gilt due March 2018 (or, where such financial adviser advises the Issuer and the Trustee that, for reasons of illiquidity or otherwise, such stock is not appropriate for such purpose, such other government stock as such financial adviser may recommend) plus 0.20 per cent. For such purposes, "**Calculation Date**" means the date which is the second Business Day prior to the Repurchase Date and "**Gross Redemption Yield**" means a yield calculated in accordance with generally accepted market practice at such time, as advised to the Trustee by such financial adviser.

The notice given pursuant to this Condition 5(c) shall be irrevocable and shall specify the Repurchase Date. If any such notice has been given, references in these Terms and Conditions and the Trust Deed to "principal", "principal moneys" and "principal amount" shall, unless the context otherwise requires, be deemed to include references to the Redemption Price in relation to any redemption or purchase pursuant to such notice. Upon the expiry of any such notice, the Issuer or the relevant Subsidiary, as the case may be, shall be bound to purchase (and the Bondholders shall be bound to sell) or, as the case may be, redeem the Bonds so called for purchase or, as the case may be, redemption at the applicable Redemption Price on the Repurchase Date together with accrued interest as aforesaid unless previously purchased or redeemed. The Trustee shall rely absolutely on the advice of the financial adviser and shall not be liable for so doing.

(d) Redemption at the option of the Bondholders upon a Change of Control Event

A "**Put Event**" will occur if while any of the Bonds remains outstanding (as defined in the Trust Deed):

- (i) a Change of Control Event occurs; and
- (ii) at any time during the Change of Control Period any rating agency which was a Rating Agency at the commencement of the Change of Control Period or becomes a Rating Agency during the Change of Control Period rates the Bonds as non-investment grade (being at or below BB+, or its respective equivalent for the time being) and such rating is not within the Change of Control Period restored to an investment grade rating (being at or above BBB-, or its respective equivalent for the time being) by such Rating Agency or replaced by an investment grade rating of another Rating Agency, or any rating agency which was a Rating Agency at the commencement of the Change of Control Period or becomes a Rating Agency during the Change of Control Period withdraws its rating of the Bonds and that rating is not within the Change of Control Period replaced by an investment grade rating of another Rating Agency, and in each case such Rating Agency announces or publicly confirms or informs the Trustee in writing that such non-investment grade rating or withdrawal of rating was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control Event (whether or not the Change of Control Event shall have occurred at the time such rating is given or rating is withdrawn).

Further, (a) if at the time of the commencement of the Change of Control Period the Bonds carry a non-investment grade credit rating (as described above) from any Rating Agency or no credit rating from any Rating Agency, a Put Event will be deemed to occur upon the occurrence of a Change of Control Event alone; *provided that* (b) if at the time of the commencement of the Change of Control Period the Bonds carry a rating from more than one Rating Agency, at least

one which is investment grade, then sub-paragraph (ii) above will apply.

If a Put Event occurs (unless the Issuer has given notice under Condition 5(b) (*Redemption or repurchase for tax reasons*) or Condition 5(c) (*Redemption and repurchase at the option of the Issuer*)):

- (i) the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in nominal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of the Bondholders, the Trustee shall (subject in each case to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction) within 10 Business Days after the occurrence of such Put Event, give notice (a “**Put Event Notice**”) to the Bondholders in accordance with Condition 15 (*Notices*) and the Trustee specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 5(d); and
- (ii) the holder of each Bond will have the option to require the Issuer to redeem or, at the Issuer’s option, purchase (or procure the purchase of) that Bond on the Put Date (as defined below) at its principal amount, together with any interest accrued up to (but excluding) the Put Date.

For the purpose of this Condition 5(d):

A “**Change of Control Event**” shall occur if any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers) or any person(s) acting on behalf of any such person(s) (the “**Relevant Person**”) at any time is/are or become(s) interested (within the meaning of Part 22 of the Companies Act 2006) in (a) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or a Holding Company or (b) such number of shares in the capital of the Issuer or a Holding Company as carry more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer or such Holding Company, as the case may be, *provided that* a Change of Control Event shall not occur if all or substantially all of the shareholders of the Relevant Person immediately after the event which would otherwise have constituted a Change of Control Event are the shareholders of the Issuer or any Holding Company in either case immediately prior to the event which would otherwise have constituted a Change of Control Event with the same (or substantially the same) pro rata interests in the share capital of the Relevant Person as such shareholders had in the share capital of the Issuer or such Holding Company immediately prior to such event;

“**Change of Control Period**” means the period:

- (i) commencing on the date that is one Business Day before the earlier of (a) the date of the relevant Change of Control Event and (b) the date of the earliest Relevant Potential Change of Control Announcement (if any); and
- (ii) ending 90 days after the date of the Change of Control Event or such longer period for which the Bonds are under consideration by a Rating Agency for rating or rating review (such consideration having been announced publicly within the period ending 90 days after the date of the Change of Control Event and such period not to exceed 60 days

after the public announcement of such consideration);

“Holding Company” means any company of which the Issuer is a Subsidiary;

“Relevant Potential Change of Control Announcement” means any formal public announcement or statement by or on behalf of the Issuer or any Holding Company, or any actual or potential bidder or any advisor thereto relating to any potential Change of Control Event where, within 90 days of the date of such announcement or statement, a Change of Control Event occurs.

Such option may be exercised by the holder delivering its Bond(s), on any Business Day falling within the period (the **“Put Period”**) of 45 days after a Put Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a **“Put Notice”**) and in which the holder may specify a bank account (in the currency of the Bonds) to which payment is to be made under this Condition 5(d).

The Bonds should be delivered together with all Coupons appertaining thereto maturing after the date (the **“Put Date”**) seven days after the expiry of the Put Period. The Paying Agent to which such Bond and Put Notice are delivered will issue to the Bondholder concerned a non-transferable receipt in respect of the Bond so delivered. Payment in respect of any Bond so delivered will be made, if the holder duly specified a bank account (in the currency of the Bonds) in the Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Put Notice, once given, shall be irrevocable. For the purposes of Condition 6 (*Payments*) and certain other purposes specified in the Trust Deed, receipts issued pursuant to this Condition 5(d) shall be treated as if they were Bonds. The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Bonds on the Put Date at their principal amount, together with any interest accrued up to (but excluding) the Put Date unless previously redeemed or purchased.

If 80 per cent., or more in nominal amount of the Bonds then outstanding have been redeemed or purchased pursuant to the foregoing provisions of this Condition 5(d), the Issuer may, on not less than 30 or more than 60 days' notice to the Bondholders given within 30 days after the Put Date, redeem, at its option, the remaining Bonds as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.

If the rating designations employed by S&P or Fitch Ratings are changed from those which are described in paragraph (ii) above, or if a rating is assigned by another Rating Agency, the Issuer shall determine, with the agreement of the Trustee (and the Trustee may (and shall if so required by the Issuer, subject to its being indemnified and/or secured and/or prefunded to its satisfaction) consult promptly and may rely absolutely on advice from a reputable financial adviser in this regard and shall not be liable for such reliance), the rating designations of S&P or Fitch Ratings or such other Rating Agency (as appropriate) as are most equivalent to the prior rating designations of S&P or Fitch Ratings, and this Condition shall be construed accordingly.

(e) *Purchases*

Notwithstanding Conditions 5(a),(b), (c) and (d) above, the Issuer or any of its Subsidiaries may at any time purchase Bonds at any price and in any manner, provided that all unmatured Coupons are purchased therewith. Bonds held by or on behalf of the Issuer or any of its Subsidiaries shall not entitle the holder to vote at any meetings of the Bondholders and such Bonds shall be deemed not to be outstanding for the purposes of calculating quorums at meetings of Bondholders or for the purposes of Condition 8, Condition 9 and Condition 11.

(f) *Cancellation*

All Bonds redeemed by the Issuer will be cancelled or held for cancellation (together with all unmatured Coupons attached thereto or surrendered therewith) and may not be re-issued or re-sold. Bonds purchased by the Issuer or any of its Subsidiaries may, at the option of the Issuer or the relevant Subsidiary, be cancelled (together with all unmatured Coupons purchased therewith) or may be held, re-issued or re-sold.

6. Payments

Payments of principal and interest in respect of Bonds will be made against presentation and surrender or (in the case of part payment only) endorsement of Bonds, or in the case of payments of interest due on each 19 September against presentation and surrender or (in the case of part payment only) endorsement of Coupons, at the specified office of any Paying Agent. All such payments shall be made at the option of the holder by a sterling cheque drawn on, or by transfer to a sterling account maintained by the payee with, a bank in London. Payments in respect of principal and interest on the Bonds are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions in Condition 7.

Each Bond should be presented for payment together with all unmatured Coupons appertaining thereto. Upon the date on which any Bond becomes due and payable, all unmatured Coupons appertaining to the Bond (whether or not attached) shall become void and no payment shall be made in respect of such Coupons.

If the date for redemption is not 19 September in any year, the interest accrued from the last preceding 19 September shall be payable only against presentation of the relevant Bond.

If the due date for payment of any Bond or Coupon or any later date upon which a Bond or Coupon is presented for payment is not a Business Day then the holder thereof shall not be entitled to payment of the amount due until the next following day which is a Business Day or to any further interest or other payment in respect of such delay.

In these Terms and Conditions, "**Business Day**" shall mean, in relation to any Bond or Coupon, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) (i) (in the case of Condition 5(d)) in the place where such Bond or Coupon is delivered; (ii) (in the case of this Condition 6) in the place where such Bond or Coupon is presented for payment, and, in the case of payment by transfer to a sterling account as referred to above, in London; or

(iii) in any other case, in London.

The names of the initial Paying Agents and their initial specified offices are listed below. The Issuer reserves the right (with the prior written approval of the Trustee) at any time to terminate or to vary the appointment of any Paying Agent and may appoint additional or other Paying Agents, provided that: (a) there will at all times be a Principal Paying Agent; (b) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in a European city which, so long as the Bonds are admitted to official listing on the London Stock Exchange, shall be London or such other place as the UK Listing Authority may approve; and (c) the Issuer ensures that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to any law implementing or complying with, or introduced in order to conform to, European Council Directive 2003/48/EC and (d) there will at all times be a Paying Agent within continental Europe. Notice of any such termination or appointment and of any changes in the specified offices of the Paying Agents will promptly be given by the Issuer to the Bondholders in accordance with Condition 15.

7. Taxation

All payments in respect of the Bonds and Coupons shall be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by, or on behalf of, the United Kingdom or any political sub-division thereof or by any authority therein or thereof having the power to tax, unless such withholding or deduction is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Bonds or Coupons after such withholding or deduction shall equal the amounts which would have been received in respect of the Bonds or, as the case may be, Coupons in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Bond or Coupon:

- (a) presented for payment in the United Kingdom; or
- (b) presented for payment by or on behalf of, a holder who is liable for or subject to such Taxes in respect of such Bond or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of the Bond or Coupon; or
- (c) to, or to a third party on behalf of, a holder who would not be liable for or subject to such withholding or deduction if such holder presented any form or certificate or made a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
- (d) presented for payment more than 30 days after the Relevant Date (as defined below) except and to the extent that the holder thereof would have been entitled to additional amounts on presenting the same for payment on the last day of such period of 30 days assuming that day to have been a Business Day (as referred to in Condition 6); or
- (e) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing or complying with, or introduced

in order to conform to, European Council Directive 2003/48/EC; or

- (f) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying Agent in a Member State of the European Union.

As used herein the "**Relevant Date**" means the date on which such payment first becomes due, but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly published in accordance with Condition 15. Any reference herein to amounts in respect of the Bonds and Coupons shall be deemed also to refer to any additional amounts which may be payable under this Condition 7 or under any undertakings given in addition, or in substitution to this Condition 7 pursuant to the Trust Deed.

8. Repayment in Event of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of the Bondholders shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), subject (save for the event referred to in paragraph (a) or, in relation to the Issuer, (c) below) to the Trustee having certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders, give notice to the Issuer that the Bonds are, and they shall accordingly immediately become, due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, if any of the following events (each an "**Event of Default**") shall occur:

- (a) if default is made for a period of seven days or more in payment of any principal or interest due in respect of the Bonds or Coupons or any of them; or
- (b) if default is made by the Issuer in the performance or observance of any obligation, condition or provision binding upon it under the Bonds or the Trust Deed (other than any obligation for the payment of any principal or interest in respect of the Bonds) and, except where such default is, in the opinion of the Trustee, not capable of remedy when no such continuation or notice as is hereinafter mentioned will be required, such default continues for 30 days (or such longer period as the Trustee may permit) after written notice thereof has been given by the Trustee to the Issuer requiring the same to be remedied; or
- (c) if a final order is made or an effective resolution is passed for the winding up of, or an administration order is made in relation to, the Issuer or a Material Subsidiary and, where possible, not discharged or stayed within a period of 60 days (save (a) with the prior written consent of the Trustee or the prior sanction of an Extraordinary Resolution of the Bondholders in each case for the purposes of or in connection with an amalgamation, reconstruction or merger, or (b) for a voluntary solvent winding-up where surplus assets are available for distribution and are distributed to the Issuer and/or a Subsidiary or Subsidiaries); or
- (d) if the Issuer ceases to carry on the whole or substantially the whole of its business, or if

the Issuer or any Material Subsidiary stops payment to its creditors generally (save (a) with the prior written consent of the Trustee or with the prior sanction of an Extraordinary Resolution of the Bondholders in each case for the purposes of or in connection with an amalgamation, reconstruction or merger, or (b) for a voluntary solvent winding-up where surplus assets are available for distribution and are distributed to the Issuer and/or a Subsidiary or Subsidiaries); or

- (e) if an encumbrancer takes possession or an administrative or other receiver is appointed of the Issuer or any Material Subsidiary or of the whole or substantially the whole of the undertaking, property and assets of the Issuer or any Material Subsidiary or if a distress or execution is levied or enforced upon or sued out against the whole or substantially the whole of the chattels or property of the Issuer or any Material Subsidiary and, in the case of any of the foregoing events, is not discharged within 30 days (or such longer period as the Trustee may permit); or
- (f) if the Issuer or any Material Subsidiary is, or is deemed to be, unable to pay its debts within the meaning of Section 123 (1) (e) or Section 123 (2) of the Insolvency Act 1986; or
- (g) if any Indebtedness of the Issuer or any Material Subsidiary is not paid on its due date (or, in the case of Indebtedness of the Issuer or any Material Subsidiary payable on demand, is not paid within 5 Business Days of such demand (or, in either case, if later and if applicable, by the expiry of any originally applicable grace period)) or becomes due and payable prior to its stated maturity by reason of default, or if any guarantee or indemnity in respect of Indebtedness of any third party given by the Issuer or any Material Subsidiary is not honoured when due and called upon (or, if later and if applicable, by the expiry of any originally applicable grace period) provided that no event described in this Condition 8(g) shall constitute an Event of Default unless the Indebtedness or other relevant liability (either alone or when aggregated with other Indebtedness and/or other relevant liabilities of the Issuer and any Material Subsidiaries in respect of which any such non-payment, default or dishonour has occurred) shall amount to at least £25,000,000 (or its equivalent in any other currency).

9. Enforcement

The Trustee may at its discretion institute such proceedings as it may think fit to enforce the obligations of the Issuer under the Bonds, the Coupons and Trust Deed, but it shall not be bound to institute any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder or Couponholder shall be entitled to institute proceedings directly against the Issuer unless the Trustee having become bound so to proceed fails to do so within a reasonable time and such failure is continuing.

10. Prescription

Bonds and Coupons will become void unless presented for payment within ten years and five

years respectively from the Relevant Date (as defined in Condition 7) for payment thereof.

11. Meetings of Bondholders, Modification, Waiver and Substitution

The Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Terms and Conditions or any of the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing not less than one half in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds for the time being outstanding so held or represented. An Extraordinary Resolution will be passed if approved by three-quarters or more of the votes cast at the relevant meeting, and will be binding on all Bondholders, whether or not they were present at the meeting, and on all Couponholders.

The Trust Deed contains provisions for an Extraordinary Resolution to take the form of an instrument or instruments signed by the holder or the holders of three-quarters or more in principal amount of the Bonds for the time being outstanding.

The Trust Deed provides that the Trustee may agree, without the consent of the Bondholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed, or determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or to any modification which is of a formal, minor or technical nature or which is made to correct a manifest or proven error.

The Trustee may also agree without consent as aforesaid to the substitution of a Subsidiary or successor in business or holding company (each as defined in the Trust Deed) of the Issuer in place of the Issuer (or of any previous substitute) as principal debtor under the Trust Deed, the Bonds and the Coupons, subject to the Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced thereby and to such other amendments to the Trust Deed and such other conditions as the Trustee may require.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders or to the Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, the Trustee, the Guarantors or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

Any such modification, waiver, authorisation, determination or substitution shall be binding on the Bondholders and Couponholders and, unless the Trustee agrees otherwise, any such substitution shall be notified to the Bondholders as soon as practicable thereafter in accordance with Condition 15.

12. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Bondholders or the Couponholders to create and issue further bonds or notes either ranking *pari passu* in all respects (or in all respects save for the amount of and/or the date from which interest accrues thereon) and so that the same shall be consolidated and form a single series with the outstanding bonds or notes of any series (including the Bonds) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may at the time of issue thereof determine. Any such bonds or notes, if they are to form a single series with the outstanding bonds or notes of any series (including the Bonds), shall be constituted by a deed supplemental to the Trust Deed and in any other case if the Trustee so agrees may be so constituted. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of bonds or notes of other series in certain circumstances where the Trustee so decides.

13. Replacement of Bonds and Coupons

Should any Bond or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent, upon payment by the claimant of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses incurred in connection therewith (including the fees and expenses of the Principal Paying Agent and its designated agents) and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

14. Indemnification

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances including provisions relieving it from instituting proceedings to enforce payment unless indemnified to its satisfaction.

15. Notices

All notices regarding the Bonds shall be valid if published in a newspaper of general circulation in London (which is expected to be the *Financial Times*) or any other daily newspaper in London approved by the Trustee. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed or by which they have been admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication. If notices cannot be given by publication as aforesaid they will be given in such other manner, and be deemed to have been given on such date, as the Trustee shall approve.

16. Governing Law and Jurisdiction

The Trust Deed, the Bonds and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Bonds and the Coupons are governed by, and shall be construed in accordance with, English law.

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed, the Bonds or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Bonds or the Coupons) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed, the Bonds or the Coupons ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

Service of process in any Proceedings in England may be effected by delivery to the Issuer's principal place of business in England at 50 Eastbourne Terrace, Paddington, London W2 6LG or such other address as may be notified to the Bondholders in accordance with Condition 15 and the Trustee.

17. Rights of Third Parties

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of the Bonds, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

Summary of Provisions relating to the Bonds while in Global Form

The Bonds will be represented initially by a single temporary global bond in bearer form, without interest coupons, (the "Temporary Global Bond"). The Temporary Global Bond will be exchangeable on or after 29 October 2008 for a permanent global bond in bearer form, without interest coupons, (the "Permanent Global Bond" and, together with the Temporary Global Bond, the "Global Bonds") upon certification as to non-US beneficial ownership in the form set out in the Temporary Global Bond. The Global Bonds will be exchangeable for definitive Bonds with Coupons attached only in the limited circumstances specified therein (the "Definitive Bonds").

Bonds and Coupons will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Bond represented by a Global Bond must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) (each a "Clearing System") for his share of each payment made by the Issuer to the bearer of such Global Bond and in relation to all other rights arising under the Global Bonds, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Bonds for so long as the Bonds are represented by such Global Bond and such obligations of the Issuer will be discharged by payment to the bearer of such Global Bond in respect of each amount so paid.

The Global Bonds contain provisions which apply to the Bonds while they are in global form, some of which modify the effect of the terms and conditions of the Bonds set out in this Prospectus. The following is a summary of certain of those provisions.

1. Exchange

The Permanent Global Bond will be exchangeable in whole but not in part (free of charge to the holder) for Definitive Bonds only if:

- (a) an Event of Default (as set out in Condition 8) has occurred; or
- (b) either Clearing System is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (c) the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) of the United Kingdom or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Bonds in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Bond (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and (in the case of (c) above) the Issuer may give notice to the Trustee

and the Bondholders, of its intention to exchange the Permanent Global Bond for Definitive Bonds on or after the Exchange Date (as defined below).

On or after the Exchange Date the holder of the Permanent Global Bond may or, in the case of (c) above, shall surrender the Permanent Global Bond to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Bond the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of Definitive Bonds (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Bond), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Bond, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant Definitive Bonds.

In the event that a Global Bond is exchanged for Definitive Bonds, such Definitive Bonds shall be issued in minimum denominations of £50,000 and higher integral multiples of £1,000 up to a maximum of £99,000, but will in no circumstances be issued to Bondholders who hold Bonds in the relevant clearing system in amounts that are less than £50,000.

In this Prospectus,

“**Exchange Date**” means a day specified in the notice requiring exchange falling not less than 60 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

2. Payments

On and after 29 October 2008, no payment will be made on the Temporary Global Bond unless exchange for an interest in the Permanent Global Bond is improperly withheld or refused. Payments of principal and interest in respect of Bonds represented by a Global Bond will, subject as set out below, be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of such Global Bond to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purposes. A record of each payment made will be endorsed on the appropriate schedule to the relevant Global Bond by or on behalf of the Principal Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Bonds. No person will be entitled to receive any payment on the Permanent Global Bond falling due after the Exchange Date, unless exchange of the Permanent Global Bond for definitive Bonds is improperly withheld or refused by or on behalf of the Issuer. Payments of interest on the Temporary Global Bond (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-US beneficial ownership unless such certification has already been made.

3. Notices

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream,

Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 15 provided that, so long as the Bonds are admitted to listing by the UK Listing Authority and admitted to trading on the London Stock Exchange, the requirements of the UK Listing Authority have been complied with. Any such notice shall be deemed to have been given to the Bondholders on the day which is one business day, being a day on which banks are generally open, in Brussels or Luxembourg, as the case may be, after the date on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any of the Bonds held by a Bondholder are represented by a Global Bond, notices to be given by such Bondholder may be given by such Bondholder (where applicable) through Euroclear and/or Clearstream, Luxembourg and otherwise in such manner as the Principal Paying Agent and Euroclear and Clearstream, Luxembourg may approve for this purpose.

4. Accountholders

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an “**Accountholder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders and giving notice to the Issuer pursuant to Condition 5(d) and Condition 8) other than with respect to the payment of principal and interest on such principal amount of such Bonds, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Bond.

5. Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by a Global Bond will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 7).

6. Cancellation

Cancellation of any Bond represented by a Global Bond and required by the Conditions of the Bonds to be cancelled following its redemption or purchase will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Bond on the relevant part of the schedule thereto.

7. Put Option

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Bondholders provided for in Condition 5(d) may be exercised by an Accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount of the Bonds in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Bond to the Principal Paying Agent for notation accordingly within the time limits set forth in that Condition.

8. Meetings

At any meeting of Bondholders the holder of a Global Bond will be treated as having one vote in respect of each £1,000 in principal amount of Bonds for which such Global Bond may be exchanged.

9. Euroclear and Clearstream, Luxembourg

Bonds represented by a Global Bond are transferable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as appropriate.

References in the Global Bonds and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee in which the Bonds are held from time to time.

Business Description

DESCRIPTION OF THE ISSUER

FirstGroup plc (“**FirstGroup**”) is the parent company of an international surface based passenger transport group with headquarters in the UK. It is incorporated in Scotland, its date of incorporation is 31 March 1995 with registered number SC157176, and quoted on the London Stock Exchange. FirstGroup and its Subsidiaries (the “**Group**”) have operations in the UK and North America. It had a market capitalisation at close of trading on 15 September 2008 of approximately £2,809 million. In its financial year ended 31 March 2008 total turnover was £4,707.6 million, profit before tax was £151.9 million. As at the date of this Prospectus, the Group employs over 137,000 staff throughout the UK and North America.

FirstGroup has a portfolio of businesses which are diversified by geography and customer base. The Group is structured in five divisions: UK Bus, UK Rail, Greyhound, Yellow School Bus and Transit & Services. For external reporting, Yellow School Bus and Transit & Services are reported as “North America”. The table below sets out divisional information for the financial year ended 31 March 2008, as extracted from the Group’s audited results for that year:

	<i>Revenue £million</i>	<i>Operating profit* £million</i>	<i>Net assets/(liabilities)*** £million</i>
UK Bus	1,104.9	122.0	406.4
UK Rail	1,937.0	120.0	71.2
North America****	1,370.3	130.7	(67.4)
Greyhound****	280.8	8.8	80.4
Other**	14.6	(21.4)	214.2
Total	4,707.6	360.1	704.8

Source: FirstGroup plc Annual Report and Accounts 2008 page 58.

** Before amortisation charges, non-recurring bid costs, other non-recurring items and profit on disposal of properties.*

***Tram operations, German Bus, central management and other items.*

**** Net assets/(liabilities) for the divisions are inclusive of intragroup balances which are included in the other amount of £214.2m.*

***** Includes half year’s trading of the businesses of Laidlaw International, Inc. which were acquired on 1 October 2007.*

1. History & Development

The Group was formed in 1995 from the merger of two quoted bus companies: Badgerline Group plc and GRT Bus Group plc. Since the merger, the Group has grown, both organically and by acquisition.

The UK Bus Division has been expanded by the acquisition of a number of UK bus operators. The Group’s UK Rail Division was established in 1997 and has grown significantly, principally through successful tendering for rail passenger franchise contracts, and as at the date of this Prospectus, includes four large passenger franchises, namely First Great Western, First Capital Connect, First ScotRail and 55% of First TransPennine Express. The Rail division also provides

rail freight services from its acquisition of GB Railways Group plc in 2003.

In 1999, the Group expanded its operations to North America through two acquisitions: first, the school bus, transit management and maintenance businesses of Ryder System, Inc. and, second, Bruce Transportation, Inc., a US school bus operator based in New England. Subsequently the Group has acquired a number of other school bus companies in the US and Canada.

On 1 October 2007 FirstGroup completed its acquisition of Laidlaw International, Inc., a holding company for operators of inter-city coaches, yellow school buses and public and paratransit across North America, for US\$3.5 billion (including transaction costs) to become the largest school bus company in North America. The Greyhound name has been kept, but all other Laidlaw-owned services were rebranded under the First name.

During the financial year ended 31 March 2008, FirstGroup joined the FTSE 100 index in the UK.

2. UK Bus

FirstGroup is the UK's largest bus operator by size of bus fleet, with a fleet of approximately 9,000 buses, running more than one in five of all local bus services and carrying approximately 3 million passengers every day in more than 40 major towns and cities. The majority of operations are in urban areas, where bus can be an effective means of reducing traffic congestion, and includes London, Greater Manchester, West and South Yorkshire, Greater Glasgow, Edinburgh, Aberdeen, Bristol and South Wales. Except for London, where revenue is linked to capacity provided, most of the operations have revenue risk. In England and Scotland, since April 2006, for persons aged over 60 and persons who are disabled, the government has introduced free travel after 9.30am as a mandatory local service for which operators are compensated by local authorities. FirstGroup was the first UK bus operator to develop and operate guided busways with local authorities, and it is a leader in establishing relationships with local authorities in relation to infrastructure development, having entered into Quality Partnerships with authorities in relation to individual bus corridors. The Bus division continues to develop and promote effective partnerships and it works with Local Authorities and other stakeholders to provide punctual and reliable services for passengers through Punctuality Improvement Partnerships, bus priority and other traffic management schemes.

3. UK Rail

FirstGroup is the UK's leading train operator by passenger kilometres through its train operating companies, carrying approximately 275 million passengers per annum across a portfolio of commuter, intercity and regional networks. Passenger rail franchises consist of First Capital Connect, First Great Western, First ScotRail and First TransPennine Express. FirstGroup also operate Hull Trains, a non-franchised open access intercity passenger train operator running trains between London Kings Cross and Hull.

First Great Western ("**FGW**") operates commuter and intercity services from London Paddington to Bristol and the South West of England and South Wales; First Capital Connect operates commuter services across London and the South East; First ScotRail operates commuter, intercity and regional services in Scotland under contract with Transport Scotland. FirstGroup

owns 55% of First Transpennine Express, which provides services connecting cities in the North West to the North East such as Manchester and Leeds; and commuter services from Manchester to Manchester Airport.

GB Railways was purchased in 2003 and operates Hull Trains and GB Railfreight (“**First GBRf**”). First GBRf provides freight services in the UK for customers such as Network Rail, British Gypsum and Medite Shipping Company Limited.

4. North America

In North America, the Group has three operating divisions: (i) Yellow School Buses (First Student, Inc. and Laidlaw Transit, Inc. in the US and First Bus Canada and Laidlaw Transit Limited in Canada), (ii) Transit & Services comprising transit contracting and management services (First Transit, Inc.) and vehicle fleet maintenance and support services (First Services, Inc.) and (iii) Intercity Bus Services (Greyhound Lines, Inc and Greyhound Canada Transportation Corporation).

Yellow School Buses – the Group’s Yellow School Buses business including the operations of First Student, Inc., Laidlaw Transit, Inc. and school bus operations of First Bus Canada and Laidlaw Transit Limited (collectively, “**First Student**”) are the largest private sector providers of private school bus transportation services in North America. It operates a fleet of approximately 60,000 yellow school buses, which carry approximately 4 million students daily across the US and Canada. First Student operates in 40 states in the US and 9 provinces in Canada and the scale of the business creates a significant opportunity to establish protocols and systems to enhance the safety, quality and efficiency and consistency of First Student’s services. The market consists of approximately 15,000 school districts of which only approximately 30% have outsourced their operations to the private sector. The market is highly fragmented, with only eight operators running more than 1,000 buses. Contracts are usually awarded for three to five years, and First Student has consistently retained over 90% of the contracts that have come up for renewal.

Transit & Services comprise two main operations:

(i) *Transit contracting and management Services* – First Transit, Inc. (“**First Transit**”) is among the largest participants by revenue in the US public transit contracting market. It helps customers manage their own transit systems, analyse operations, maintain vehicles and organise transportation services for disabled passengers. It can also provide fully or partially contracted out operational services. It serves transit authorities, departments of transportation, federal agencies, municipal planning organisations, corporate and airport shuttle services. First Transit also operates para-transit call-centre contracts for transit authorities which book travel reservations and handle rider enquiries. On 30 June 2008, Laidlaw Transit Services, Inc., a subsidiary of Laidlaw International, Inc. which included the transit businesses of Laidlaw International, Inc., was merged into First Transit. This was performed to simplify and rationalise the Group’s Transit business. Prior to the merger, the transit businesses of Laidlaw International, Inc. were of similar size to those of First Transit, and the merger has therefore resulted in a significant expansion of First Transit’s business. Transit (including First Transit and a half year’s trading for the transit businesses of Laidlaw International, Inc.) generated £293.5 million of revenue and £16.9 million of operating profit in the year to 31 March 2008.

(ii) *Vehicle Fleet Maintenance and Support Services* – First Services, Inc. (“**First Services**”) is among the largest private suppliers of fleet maintenance and support services in the US. This business provides fleet maintenance for private and public sector customers such as the Federal Government, cities and fire and police departments. It also provides a range of services including vehicle maintenance, logistics support and facilities management to public and private sector clients including the US Navy and US Air Force. Services generated £125.8 million of revenue and £7.0 million of operating profit in the year to 31 March 2008.

Intercity Bus Services – Greyhound Lines, Inc. and Greyhound Canada Transportation Corp. (collectively “**Greyhound**”) are the only national providers of scheduled intercity coach transportation services in the US and Canada. Greyhound provides scheduled passenger services to approximately 2,300 destinations throughout the US and Canada, carrying approximately 25 million passengers annually with a fleet of approximately 2,500 buses.

Since the acquisition of Laidlaw International, Inc. FirstGroup has completed a strategic review of Greyhound to identify opportunities to develop the business and establish practices that will underpin its future success. Since completing the acquisition, FirstGroup has consolidated Greyhound’s head office in Dallas from two separate properties to one single location and has relocated its call centre. Other initiatives implemented such as a comprehensive review of ticket agents commission rates and arrangements, the consolidation of subsidiary operations and bringing in-house some functions such as vehicle cleaning have already achieved significant cost savings.

5. Directors and Business Address of the Issuer

The Directors of the Issuer, whose business address is 50 Eastbourne Terrace, Paddington, London, W2 6LX, and telephone number is +44 (0)20 7291 0505, are:

Name	Title and principal activities outside the Group (if any)
Martin Gilbert	<i>Chairman</i> Chief Executive, Aberdeen Asset Management PLC; Chairman, Chaucer Holdings PLC; Director, Primary Health Properties PLC
Moir Lockhead	<i>Deputy Chairman and Chief Executive; Chairman of the Safety Committee</i>
Dean Finch	<i>Chief Operating Officer – North America</i>
Sidney Barrie	<i>Commercial Director; Company Secretary</i>
David Dunn	<i>Senior Independent Non-Executive Director; Audit Committee Chairman</i> Non-executive Chairman, Brammer plc; Non-executive Director, Croda International plc
James Forbes	<i>Non-executive Director; Chairman of the Remuneration Committee</i>
John Sievwright	<i>Non-executive Director</i>
Martyn Williams	<i>Non-executive Employee Director</i>

Professor David Begg	<i>Non-executive Director</i> Chairman of Tube Lines Limited and Northern Way Transport Compact and a director of Portobello Partners; adviser to Greater Manchester Passenger Transport Executive
Audrey Baxter	<i>Non-executive Director</i> Chief Executive of Baxters Food Group

There are no potential conflicts of interest between any duties of any member of the Board of Directors of the Issuer and their private interests or other duties.

DESCRIPTION OF THE GUARANTORS

Each of the Guarantors is (directly or indirectly) a wholly-owned subsidiary of the Issuer. Each of First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc. and Greyhound Lines, Inc. is (directly or indirectly) a wholly-owned subsidiary of FirstGroup America, itself a wholly-owned subsidiary of the Issuer. Prior to its merger into First Transit, Inc. on 30 June 2008, Laidlaw Transit Services, Inc. was (indirectly) a wholly-owned subsidiary of FirstGroup America. Each of the following Guarantors has subsidiaries within the Group: First Student, Inc. (together with its subsidiaries, the “**First Student Group**”), First Transit, Inc. (together with its subsidiaries, the “**First Transit Group**”), Laidlaw Transit, Inc. (together with its subsidiaries, the “**Laidlaw Transit Group**”) and Greyhound Lines, Inc. (together with its subsidiaries, the “**Greyhound Group**”). First West Yorkshire Limited has no subsidiaries.

First Student, Inc.

First Student, Inc. was incorporated in Florida as a limited liability corporation on 23 February 1987 with registered number J58265. It is intended that First Student, Inc. may merge into Laidlaw Transit during the financial year ending 31 March 2009 by operation of Delaware law. The surviving entity, Laidlaw Transit, will be renamed First Student, Inc.

The registered office of First Student is 600 Vine Street, Suite 1500, Cincinnati, OH 45202, United States of America and its telephone number is +1 513 241 2200.

The executive officers of First Student, whose business address is 600 Vine Street, Suite 1500, Cincinnati, OH 45202, United States of America and telephone number is +1 513 241 2200, are:

Name	Title and principal activities outside the Group (if any)
Michael Murray	<i>Chief Executive Officer and President – Operations; Director</i>
Walter “Carey” Pastor	<i>Chief Executive Officer and President – Sales, Marketing and Commercial Development</i>
Mark Lawton	<i>Vice President; Director</i>
Beverly A. Wyckoff	<i>Senior Vice President; General Counsel; Secretary; Director</i>

There are no potential conflicts of interest between any duties of any member of the Board of Directors of First Student, Inc. to First Student, Inc. and their private interests or other duties.

Laidlaw Transit, Inc. (“Laidlaw Transit”)

Laidlaw Transit was incorporated in Delaware as a limited liability corporation on 28 October 1983 with registered number 2020229. It is intended that First Student may merge into Laidlaw

Transit during the financial year ending 31 March 2009 by operation of Delaware law. The surviving entity, Laidlaw Transit, will be renamed First Student, Inc. The registered office of Laidlaw Transit is 600 Vine Street, Suite 1500, Cincinnati, OH 45202, United States of America and its telephone number is +1 513 241 2200.

The executive officers of Laidlaw Transit, whose business address is 600 Vine Street, Suite 1500, Cincinnati, OH 45202, United States of America and telephone number is +1 513 241 2200, are:

Name	Title and principal activities outside the Group (if any)
Michael Murray	<i>Chief Executive Officer and President – Operations; Director</i>
Walter “Carey” Pastor	<i>Chief Executive Officer and President – Sales, Marketing and Commercial Development</i>
Mark Lawton	<i>Vice President; Director</i>

There are no potential conflicts of interest between any duties of any members of the Board of Directors of Laidlaw Transit to Laidlaw Transit and their private interests or other duties.

First Transit, Inc. (“First Transit”)

First Transit was incorporated in Delaware as a limited liability corporation on 19 September 1969 with registered number 0727905. First Transit, a subsidiary of the Issuer, provides a range of ground passenger transportation services across North America, such as bus operations and transport system management to the city transit authorities, shuttle bus services for airports and hotels, paratransit operations and call centres. In June 2008, Laidlaw Transit Services, Inc., a Delaware corporation, was merged into First Transit under operation of Delaware law. The registered office of First Transit is 600 Vine Street, Suite 1500, Cincinnati, OH 45202, United States of America and its telephone number is +1 513 241 2200.

The executive officers of First Transit, whose business address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, United States of America and telephone number is +1 513 241 2200, are:

Name	Title and principal activities outside the Group (if any)
Michael Murray	<i>Chief Executive Officer and President Operations</i>
Walter “Carey” Pastor	<i>Chief Executive Officer and President – Sales, Marketing and Commercial Development</i>
Linda Bell	<i>President; Director</i>
Mark Lawton	<i>Vice President; Director</i>
Beverly A. Wyckoff	<i>Senior Vice President; General Counsel; Secretary; Director</i>

There are no potential conflicts of interest between any duties of any member of the Board of Directors of First Transit to First Transit and their private interests or other duties.

Greyhound Lines, Inc. (“Greyhound”)

Greyhound Lines, Inc. was incorporated in Delaware as a limited liability corporation on 18 December 1986 with registered number 2111606 as GLI Operating Company Inc., although the Greyhound bus business has been operating since 1914. It is a subsidiary of the Issuer and

provides scheduled passenger services throughout the United States and Canada. The registered office of Greyhound is 350 N. St. Paul Street, Suite 700, Dallas, Texas 75201, United States of America and its telephone number is +1 214 849 8000.

The executive officers of Greyhound, whose business address is 350 N. St. Paul Street, Suite 700, Dallas, Texas 75201 and telephone number is +1 214 849 8000, are:

Name	Title and principal activities outside the Group (if any)
David S. Leach	<i>President and Chief Executive Officer</i>
William C. Blakenship	<i>Chief Operating Officer</i>
Mark E. Southerst	<i>Chief Legal Officer and Secretary</i>

There are no potential conflicts of interest between any duties of any member of the Board of Directors of Greyhound to Greyhound and their private interests or other duties.

First West Yorkshire Limited (“First West Yorkshire”)

First West Yorkshire was incorporated in England as a private limited company on 17 February 1986 with registered number 01990370. It is a subsidiary of the Issuer and its principal activity is the provision of passenger bus services in Bradford, Leeds, Halifax and Huddersfield, where it operates from 7 depots. The registered office of First West Yorkshire Limited is Hunslet Park Depot, Donisthorpe Street, Leeds, Yorkshire, England LS10 1PL and its telephone number is +44 (0) 113 381 5000.

The executive officers of First West Yorkshire, whose business address is Hunslet Park Depot, Donisthorpe Street, Leeds, Yorkshire, England LS10 1PL and telephone number is +44 (0) 113 381 5000, are:

Name	Title and principal activities outside the Group (if any)
Stephen John Graham	<i>Director</i>
Christine Haigh	<i>Finance Director</i>
Ian Humphreys	<i>Managing Director</i>
David Andrew Kaye	<i>Director</i>
Alan Thomas Pilbeam	<i>Managing Director</i>

There are no potential conflicts of interest between any duties of any member of the Board of Directors of First West Yorkshire to First West Yorkshire and their private interests or other duties.

United Kingdom Taxation

The following is a general description of certain United Kingdom (“UK”) tax considerations relating to the Bonds. It does not purport to be a complete analysis of all UK tax considerations relating to the Bonds, relates only to persons who are the absolute beneficial owners of the Bonds and hold the Bonds as an investment, does not deal with certain classes of persons (such as persons connected with the Issuer, dealers in securities and those who are treated for tax purposes as having received their Bonds by reason of their employment) and, save as specifically mentioned, applies only to Bondholders who are resident and (if individuals) ordinarily resident in the UK for tax purposes.

This summary is based upon the Issuer’s understanding of UK tax law and HM Revenue and Customs (“HMRC”) practice as in effect on the date of this Prospectus and is subject to any change in such law or practice that may take effect after such date (possibly with retrospective effect).

Prospective purchasers of Bonds who may be subject to tax in any jurisdiction other than the UK, or who have any doubt whatsoever as to their tax position, should consult an appropriate professional advisor without delay.

A. Withholding Tax and Interest on Bonds

The Bonds will constitute “quoted Eurobonds” so long as they are and continue to be listed on a recognised stock exchange, within the meaning of Section 1005 of the Income Tax Act 2007. The London Stock Exchange is a recognised stock exchange for these purposes. On the basis of HMRC’s published interpretation of the relevant legislation and the application of Section 1005(3) of the Income Tax Act 2007, securities will be treated as listed on the London Stock Exchange if they are included in the Official List by the UKLA and are admitted to trading on the London Stock Exchange. Whilst the Bonds are and continue to be quoted Eurobonds, payments of interest by the Issuer on the Bonds may be made without withholding or deduction for or on account of UK income tax.

In all other cases, interest will generally be paid under deduction of income tax at the basic rate (currently 20 per cent.) subject to any direction to the contrary from HMRC in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty and subject to any other exemption that may be available to particular Bondholders.

If interest is paid under deduction of UK income tax (for example, if the Bonds cease to be listed on a recognised stock exchange), Bondholders who are not resident in the UK may be able to recover all or part of the tax deducted if there is an appropriate provision in an applicable double taxation treaty.

The interest paid on the Bonds will have a UK source and accordingly may be chargeable to UK tax by direct assessment. In this event, where the interest is paid without withholding or deduction, the interest will not be assessed to UK tax in the hands of holders of the Bonds who are not resident for tax purposes in the UK, except where such persons carry on a trade, profession or vocation in the UK through a UK branch or agency or, in the case of corporate holders, carry on a trade through a permanent establishment in the UK in connection with which the interest is received or to which the Bonds are attributable, in which case tax may be levied

on the UK branch, agency or permanent establishment. There are exemptions for interest received by certain categories of agents.

The above description of the UK withholding tax position assumes that there will be no substitution of the Issuer and does not consider the tax consequences of any such substitution.

Provision of Information

Bondholders who are individuals should note that where any interest on Bonds is paid to them (or to any person acting on their behalf) by any person in the UK acting on behalf of the Issuer (a "paying agent"), or is received by any person in the UK acting on behalf of the relevant Bondholder (other than solely by clearing or arranging the clearing of a cheque) (a "collecting agent"), then the paying agent or the collecting agent (as the case may be) may, in certain cases, be required to supply to HMRC details of the payment and certain details relating to the Bondholder (including the Bondholder's name and address). These provisions will apply whether or not the interest has been paid subject to withholding or deduction for or on account of UK income tax and whether or not the Bondholder is resident in the UK for UK taxation purposes. Where the Bondholder is not so resident, the details provided to HMRC may, in certain cases, be passed by HMRC to the tax authorities of the jurisdiction in which the Bondholder is resident for taxation purposes.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

Interpretation

References to "interest" above are to "interest" as understood in UK tax law. The statements above do not take any account of any different definitions of "interest" which may prevail under any other law.

B. United Kingdom Corporation Tax Payers

In general, Bondholders who are within the charge to United Kingdom corporation tax will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment.

C. Other United Kingdom Tax Payers

Taxation of Chargeable Gains

The Bonds are denominated in sterling and, on the assumption that they comprise normal commercial loans should constitute “qualifying corporate bonds” within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992. Accordingly, a disposal by a Bondholder of a Bond by a Bondholder resident or ordinarily resident for tax purposes in the UK or who carries on a trade, profession or vocation in the UK through a branch, agency or permanent establishment to which the Bond is attributable and who is not within the charge to UK corporation tax (for the purposes of this section, a “**UK income tax payer**”) will not give rise to a chargeable gain or an allowable loss for the purposes of the UK taxation of chargeable gains.

Accrued Income Scheme

A disposal of a Bond (including a disposal occurring on redemption) by a Bondholder who is a UK income tax payer may give rise to a charge to UK income tax in respect of an amount treated under the provisions of Chapter 2 of Part 12 of the Income Tax Act 2007 (Accrued Income Profits and Losses) as representing interest accrued on the Bonds at the time of transfer. The Bonds will constitute “variable rate securities” for these purposes and therefore the accrued income for tax purposes in respect of a transfer of the Bonds will be computed on a just and reasonable basis. A transferee of the Bonds will generally not be entitled to any relief for any amount of income that has accrued prior to the date of transfer, except to the extent that it falls to be taken into account in the application of the just and reasonable basis of charge on a subsequent disposal of the Bonds.

D. Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)

No United Kingdom stamp duty or SDRT will be payable on the issue of the Bonds or on a transfer by delivery of the Bonds.

Subscription and Sale

Pursuant to a Subscription Agreement dated 17 September 2008 (the “**Subscription Agreement**”), Barclays Bank PLC, The Royal Bank of Scotland plc, Bayerische Landesbank and CALYON (“**the Managers**”) have agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe for the Bonds at the issue price of 99.332 per cent. of their principal amount. The Issuer will pay to the Joint Lead Managers a combined management, underwriting and selling commission of 0.40 per cent. of the principal amount of the Bonds to be deducted from the issue proceeds. The Managers are entitled to terminate and to be released and discharged from their obligations under the Subscription Agreement in certain circumstances prior to payment to the Issuer. The yield of the Bonds is 8.226 per cent., on an annual basis. The relevant yield is calculated as at the Issue Date on the basis of the relevant issue price. It is not an indication of future yield.

The Bonds have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of US persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Bonds are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a US person, except in certain transactions permitted by US Treasury regulations. Terms used in this paragraph have the meanings given to them by the US Internal Revenue Code of 1986 and regulations thereunder.

Each Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (as defined in the Subscription Agreement), within the United States or to, or for the account or benefit of, US persons, and it will have sent to each dealer to which it sells Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, US persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Each Manager has represented warranted and agreed that: (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Bonds in, from or otherwise involving the United Kingdom.

Save for having obtained approval of this document by the UK Listing Authority pursuant to listing rules made under Part VI of the FSMA, no action has been or will be taken by the Issuer, the Guarantors or any of the Managers that would permit a public offering of the Bonds or possession or distribution of this document or other offering material relating to the Bonds in any

jurisdiction where, or in any circumstances in which, action for these purposes is required. This document does not constitute an offer and may not be used for the purposes of any offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised.

Neither the Issuer, the Guarantors nor the Managers represent that the Bonds may at any time lawfully be sold in or from any jurisdiction (other than in or from Great Britain) in compliance with any applicable registration requirements or pursuant to an exemption available thereunder or assumes any responsibility for facilitating such sales.

General Information

- (1) The net proceeds of the issue, which are estimated to amount to approximately £296,796,000.00, will be used by the Issuer for general corporate purposes, including the repayment of existing debt.
- (2) The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg with a Common Code of 038847015 and an ISIN Code of XS0388470154.
- (3) The Issuer estimates that the amount of expenses related to the issue of the Bonds will be up to £1,875,000.
- (4) The listing of the Bonds on the Official List will be expressed as a percentage of their principal amount (exclusive of accrued interest). It is expected that the applications for the Bonds to be admitted to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's Regulated Market will be granted on or about 19 September 2008 (subject only to issue) and that such admission will become effective, and that dealings in the Bonds on the London Stock Exchange will commence, on 22 September 2008.
- (5) Each of the Issuer and the Guarantors has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Bonds and the guarantee of the Bonds by the Guarantors. The Issuer's board of directors on 8 May 2008 established and authorised a committee (the "**Committee**") to consider the issuance of the Bonds. The issue of the Bonds was authorised by resolutions of the board of directors of the Issuer passed on 26 August 2008 and the Committee passed on 10 September 2008. The giving of the guarantee relating to the Bonds by First West Yorkshire Limited was authorised by resolutions of the board of directors of First West Yorkshire Limited passed on 11 September 2008. The giving of the guarantee relating to the Bonds by First Student, Inc. was authorised by resolutions of the board of directors of First Student, Inc. passed on 16 September 2008. The giving of the guarantee relating to the Bonds by Laidlaw Transit, Inc. was authorised by resolutions of the board of directors of Laidlaw Transit, Inc. passed on 16 September 2008. The giving of the guarantee relating to the Bonds by First Transit, Inc. was authorised by resolutions of the board of directors of First Transit, Inc. passed on 16 September 2008. The giving of the guarantee relating to the Bonds by Greyhound Lines, Inc. was authorised by resolutions of the board of directors of Greyhound Lines, Inc. passed on 16 September 2008.
- (6) The Trust Deed provides that the Trustee may rely on certificates or reports from any auditors or other parties in accordance with the provisions of the Trust Deed whether or not any such certificate or report or engagement letter or other document in connection therewith contains any limit on the liability of such auditors or such other party.
- (7) There has been no significant change in the financial or trading position of the Group since 31 March 2008 (the date of the Issuer's most recent annual financial statements), nor has there has been any material adverse change in the financial position or prospects of the Issuer since 31 March 2008.
- (8) There has been no significant change in the financial or trading position of the First Student Group since 31 March 2008 (the date of FirstGroup America's most recent annual financial statements), nor has there been any material adverse change in the financial position or prospects of First Student, Inc. since 31 March 2008.
- (9) There has been no significant change in the financial or trading position of the Laidlaw Transit Group since 31 March 2008 (the date of FirstGroup America's most recent annual financial statements), nor has there been any material adverse change in the

financial position or prospects of Laidlaw Transit, Inc. since 31 March 2008.

- (10) There has been no material adverse change in the financial position or prospects of First Transit, Inc. since 31 March 2008 (the date of FirstGroup America's most recent annual financial statements) and, except as disclosed on page 40 of this Prospectus in relation to the merger of Laidlaw Transit Services, Inc. and First Transit, Inc. on 30 June 2008, there has been no significant change in the financial or trading position of the First Transit Group since 31 March 2008.
- (11) There has been no significant change in the financial or trading position of the Greyhound Group since 31 March 2008 (the date of FirstGroup America's most recent annual financial statements), nor has there been any material adverse change in the financial position or prospects of Greyhound Lines, Inc. since 31 March 2008.
- (12) There has been no significant change in the financial or trading position of First West Yorkshire Limited since 31 March 2008 (the date of First West Yorkshire Limited's most recent annual financial statements), nor has there been any material adverse change in the financial position or prospects of First West Yorkshire Limited since 31 March 2008.
- (13) There are no, nor have there been any governmental, legal or arbitration proceedings involving the Issuer, the Guarantors or any Subsidiaries of the Issuer or the Guarantors (including any such proceedings which are pending or threatened of which the Issuer or the Guarantors are aware) which may have, or have had during the period of 12 months prior to the date of this document, a significant effect on the financial position or profitability of the Issuer, the Group, any Guarantor or any of the First Student Group, the Laidlaw Transit Group, the First Transit Group or the Greyhound Group.
- (14) The Bonds will, subject to the termination provisions described below, be unconditionally and irrevocably guaranteed by deed poll (the "**Deed Poll Guarantee**") given initially by the Guarantors listed below, which Guarantors are, as at the date of this Prospectus, guarantors of certain banking facilities entered into by the Issuer. The Deed Poll Guarantee will terminate in respect of an individual Guarantor on the date on which either (a) such Guarantor has been released from such guarantees in respect of such banking facilities, or (b) such Guarantor ceases to be a Subsidiary of the Issuer. The Guarantors are First Student, Inc., Laidlaw Transit, Inc., First Transit, Inc., Greyhound Lines, Inc. and First West Yorkshire Limited. It is intended that First Student, Inc. may merge into Laidlaw Transit, Inc. during the financial year ending 31 March 2009, with the surviving entity (which will be a Guarantor) to be renamed "First Student, Inc."
- (15) The Prospectus will also be available for inspection on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/en-gb/pricesnews/marketnews/.
- (16) The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.
- (17) Copies of the latest audited annual report and non-consolidated accounts of the Issuer, (for so long as any subsidiary of FirstGroup America is a guarantor under the Deed Poll Guarantee) the latest audited accounts of FirstGroup America and (for so long as it is a guarantor under the Deed Poll Guarantee) the latest audited accounts of First West Yorkshire Limited and copies of the Trust Deed, the Agency Agreement, the Deed Poll Guarantee and the constitutional documents of the Issuer and will be available for inspection at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Bonds is outstanding. Neither the Issuer nor any of the

Guarantors publish interim accounts.

- (18) Deloitte & Touche LLP, Chartered Accountants and Registered Auditors (authorised and regulated by the Financial Services Authority for designated investment business), have audited, and rendered an unqualified audit report on, in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board and International Financial Reporting Standards, the accounts of the Issuer, for the two years ended 31 March 2008 and 31 March 2007. Deloitte & Touche LLP has no material interest in the Issuer.
- (19) Deloitte & Touche LLP, Chartered Accountants and Regulated Auditors (authorised and regulated by the Financial Services Authority for designated investment business), have audited, and rendered an unqualified audit report on, in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board and International Financial Reporting Standards, the accounts of FirstGroup America, Inc, for the two years ended 31 March 2008 and 31 March 2007. Deloitte & Touche LLP has no material interest in FirstGroup America.
- (20) Deloitte & Touche LLP, Chartered Accountants and Registered Auditors (authorised and regulated by the Financial Services Authority for designated investment business), have audited, and rendered an unqualified audit report on, in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board and generally accepted accounting standards in the United Kingdom, the accounts of First West Yorkshire Limited for the two years ended 31 March 2008 and 31 March 2007. Deloitte & Touche LLP has no material interest in First West Yorkshire Limited.
- (21) There are no material contracts entered into other than in the ordinary course of the Issuer's business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Bondholders in respect of the Bonds.
- (22) There are no material contracts entered into other than in the ordinary course of First Student, Inc.'s business which could result in any member of the First Student Group being under an obligation or entitlement that is material to First Student, Inc.'s ability to meet its obligations under the Deed Poll Guarantee.
- (23) There are no material contracts entered into other than in the ordinary course of Laidlaw Transit, Inc.'s business which could result in any member of the Laidlaw Transit Group being under an obligation or entitlement that is material to Laidlaw Transit, Inc.'s ability to meet its obligations under the Deed Poll Guarantee.
- (24) There are no material contracts entered into other than in the ordinary course of First Transit, Inc.'s business which could result in any member of the First Transit Group being under an obligation or entitlement that is material to First Transit, Inc.'s ability to meet its obligations under the Deed Poll Guarantee.
- (25) There are no material contracts entered into other than in the ordinary course of Greyhound Lines, Inc.'s business which could result in any member of the Greyhound Group being under an obligation or entitlement that is material to Greyhound Lines, Inc.'s ability to meet its obligations under the Deed Poll Guarantee.
- (26) There are no material contracts entered into other than in the ordinary course of First West Yorkshire Limited's business which could result in First West Yorkshire Limited being under an obligation or entitlement that is material to its ability to meet its obligations under the Deed Poll Guarantee.
- (27) The Issuer does not intend to provide any post-issuance information in relation to any

Bonds.

- (28) Certain of the Managers and their affiliates have engaged, and may in the future engage in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Guarantors and their affiliates in the ordinary course of business.

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