

## APPENDIX A

### *LE SHUTTLE CLUB RULES*

Adopted by the board of directors of  
The Channel Tunnel Group Limited on 11 June 2010  
as amended, restated and ratified  
on 21 September 2010

#### **1. Background**

- 1.1. TNU PLC (ex-Eurotunnel P.L.C.) originally granted to certain individuals who continued to hold shares in TNU PLC initially acquired by them pursuant to the initial public offer in 1987 and subsequent rights issue in 1990 and, from 1996, to individuals who continuously held a minimum number of shares, the right to travel on Eurotunnel shuttles for a nominal charge or at a discounted price, subject to the payment of an annual registration fee.
- 1.2. The Group was fundamentally restructured in the period 2007 to 2010 as a result of which the old holding companies of the Group (including TNU PLC) have ceased or will cease to exist. CTG has assumed the rights and obligations of TNU PLC in relation to travel privileges granted to TNU PLC shareholders in accordance with the provisions of these rules as amended, restated and ratified by way of a deed poll dated 21 September 2010. In this way, holders of TNU travel privileges can continue to benefit from the rights originally granted to them subject to these rules without the fundamental requirement to continue to hold the qualifying shares.
- 1.3. CTG has undertaken, pursuant to the terms of these rules as amended, restated and ratified by way of a deed poll dated 21 September 2010, to provide and procure the provision of the same rights to travel privileges as under the TNU Travel Privilege Schemes to those individuals described at clause 2.1, who agree to become members of Le Shuttle Club in lieu of their rights under the TNU Travel Privilege Schemes.

#### **2. Membership**

##### *Eligibility*

- 2.1. All individuals who are entitled to travel privileges pursuant to any TNU Travel Privilege Schemes (or would have been so entitled if the TNU Travel Privilege Schemes had remained in force) are eligible to become members of Le Shuttle Club.
- 2.2. Where Shares entitling their holder to TNU travel privileges were held by joint holders, all joint holders are eligible to become members but only one such member can activate their membership at any time.

##### *Application*

- 2.3. Membership is obtained by returning the membership application form, either in the form sent to all individuals who paid an annual registration fee for 2010 under a TNU Travel Privilege Scheme or in the form which can be obtained upon request to Eurotunnel, duly completed, signed and

accompanied by the relevant documents specified in the membership application form, as the case may be.

2.4. Membership is free.

2.5. Membership is personal and cannot be transferred under any circumstances.

#### ***Duration***

2.6. Membership will end on expiry of the Concession.

2.7. Membership may at any time be suspended (temporarily or permanently) where a member commits or attempts to commit a breach of any of these rules or of any of the conditions of carriage.

#### ***Activation***

2.8. In order to take advantage of their entitlement in any calendar year, a member must activate their membership of Le Shuttle Club for that calendar year by paying the Annual Registration Fee.

2.9. Each Active Member will be notified at least 3 months prior to the expiry of any calendar year of the Annual Registration Fee for the forthcoming calendar year to be paid to maintain their active membership status.

2.10. Members who have not activated their membership for any calendar year may at any time contact Eurotunnel in order to (re-)activate it.

2.11. Non-payment of the Annual Registration Fee in respect of any calendar year does not affect membership itself but will preclude the relevant member from taking advantage of their entitlement in that and subsequent calendar years until payment of the applicable Annual Registration Fee is made.

2.12. Payment of the full Annual Registration Fee is required whenever membership is activated in respect of any calendar year. There will be no refund of the Annual Registration Fee if membership is terminated.

#### ***Categories***

2.13. There are 5 categories of membership of which the following individuals are members:

<b>Category</b>	<b>Member</b>
<b>A</b>	Member who benefited from the 1987 TNU TP Scheme on the basis of 1,500 Shares immediately prior to the Effective Date or on becoming a member (if earlier)
<b>B</b>	Member who benefited from the 1987 TNU TP Scheme on the basis of 1,000 Shares immediately prior to the Effective Date or on becoming a member (if earlier)
<b>C</b>	Member who benefited from the 1990 TNU TP Scheme on the basis of 1,500 Shares immediately prior to the Effective Date or on becoming a member (if

earlier)

**D** Member who benefited from the 1990 TNU TP Scheme on the basis of 700 Shares immediately prior to the Effective Date or on becoming a member (if earlier)

**E** Member who benefited from the 1996 TNU TP Scheme immediately prior to the Effective Date or on becoming a member (if earlier)

2.14. One individual may belong to more than one category.

### 3. Entitlement

3.1. Members are entitled to travel through the Channel Tunnel on shuttles either at a nominal charge or at a discount and for the number of crossings specified depending on their membership category.

Membership Category	Number of crossings	Charge per one-way crossing
<b>A</b>	Unlimited	£1 (travelling from UK) €1.50 (travelling from France)
<b>B</b>	Two (2) returns per calendar year	£1 (travelling from UK) €1.50 (travelling from France)
<b>C</b>	Unlimited	50% discount
<b>D</b>	One (1) return per calendar year	50% discount
<b>E</b>	Three (3) returns or six (6) single per calendar year	30% discount

3.2. The discount referred to in categories C, D and E is applied to the advertised price for the crossing in question to the exclusion of any other offer, discount or allowance to which the member may be entitled or which may apply to the crossing in question.

### 4. Termination and amendment of travel privileges

4.1. The directors of Eurotunnel may by notice to members terminate the travel privileges if they determine that their continuance may be or become (a) illegal, or (b) materially prejudicial to members as a whole, or (c) no longer of material benefit to members, or (d) materially prejudicial to any of the Group companies as a result of a change in the present law or the interpretation or application thereof.

4.2. Such notice shall not be given unless the directors of Eurotunnel have first received a report from an appropriate independent adviser stating that in his view the directors' determination is reasonable.

- 4.3. The directors of Eurotunnel may from time to time amend these rules relating to the operation and administration of travel privileges in such manner as they may think fit provided that such amendments do not in the opinion of the directors materially prejudice the rights of members.

## **5. Communications with members**

- 5.1. Communications with members including any notice to be given to members pursuant to these rules may be made either personally or by post addressed to the member at the address provided by the member to Eurotunnel or by leaving it at that address or by any other means of communication including electronic communications to an address for the time being notified by the member to Eurotunnel.
- 5.2. Members are responsible for keeping Eurotunnel informed of their current contact details including their postal and electronic addresses.
- 5.3. Copies of the rules from time to time in force will be available for inspection by members on Eurotunnel's website.

## **6. General**

- 6.1. Travel privileges may be used only in relation to crossings by private motor car or by private motor cycle or pedal cycle (of which the relevant member is a rider) on shuttles operated by Eurotunnel. They do not extend to persons travelling on through rail crossings or to commercial vehicles or motorised caravans. Travel privileges will be available for private cars towing caravans or trailers but the normal charge will be made for the carriage of the caravan or trailer.
- 6.2. Travel privileges can only be used by the relevant member for a private motor car and its occupants (which must include the relevant member) or a private motor cycle or pedal cycle and its rider or riders (which must include the relevant member). Eurotunnel reserves the right to check the identity of the individual claiming membership status (whether the driver or passenger) in any vehicle making a crossing using travel privileges.
- 6.3. The entitlement will be available for private use only (except that travel in the course of a person's employment or business will be permitted provided that such travel does not involve the commercial carriage of passengers or goods) and must not be used for gain or reward.
- 6.4. Crossings made under these privileges shall be subject to the normal terms and conditions of carriage otherwise applicable to travel on shuttles operated by Eurotunnel and in this respect CTG undertakes to use its reasonable commercial best efforts to apply the rules of Le Shuttle Club in good faith in a manner that will not deprive the members of the substance of their rights to access the Channel Tunnel in accordance with the terms hereof.
- 6.5. Eurotunnel reserves the right to make additional services and facilities available to members for a fee or at a cost to be determined by Eurotunnel. Such services and facilities may be temporarily or permanently suspended at any time without notice and members will not be entitled to claim any compensation in that respect.
- 6.6. These rules shall be governed by and construed in accordance with English law and Eurotunnel and members agree to submit to the jurisdiction of the English Courts.

## 7. Definitions

The following definitions apply throughout these rules, unless the context requires otherwise:

<b>1987 TNU TP Scheme</b>	The scheme set up by TNU PLC whereby certain individuals who acquired Shares as part of the initial public offer in 1987 may enjoy travel privileges on the terms and conditions set out in rules adopted by the board of directors of TNU PLC on 9 November 1987 (as amended on 27 May 1992 and 3 March 2009);
<b>1990 TNU TP Scheme</b>	The scheme set up by TNU PLC whereby certain individuals, or individuals nominated by individuals who acquired Shares as part of the rights issue in 1990 may enjoy travel privileges on the terms and conditions set out in rules adopted by the board of directors of TNU PLC on 31 October 1990 (as amended on 27 May 1992 and 3 March 2009);
<b>1996 TNU TP Scheme</b>	The scheme set up by TNU PLC whereby certain individuals who acquired and continued to hold a minimum number of Shares over a specified period may enjoy travel privileges on the terms and conditions set out in rules adopted by the board of directors of TNU PLC on 3 March 2009. The scheme was closed to new entrants on 7 April 2008;
<b>Active Member</b>	In respect of any calendar year a member who has paid the Annual Registration Fee;
<b>Annual Registration Fee</b>	A reasonable amount determined by the directors of Eurotunnel from time to time to reflect the cost to Eurotunnel of administering <i>Le Shuttle Club</i> and payable by members in order to activate their membership of <i>Le Shuttle Club</i> and notified to members in accordance with these rules;
<b>Concession</b>	The concession agreement between the governments of the UK and France and The Channel Tunnel Group Limited and France Manche S.A. in relation to the Channel Tunnel, which entered into force on 29 July 1987, as subsequently amended, supplemented or replaced from time to time;
<b>CTG</b>	The Channel Tunnel Group Limited, a company registered in England and Wales under number 01811435 and whose registered office is at UK Terminal, Ashford Road, Folkestone, Kent, CT18 8XX, United Kingdom, the operator of the Channel Tunnel with France Manche SA;
<b>Effective Date</b>	The date on which the merger of TNU PLC into Groupe Eurotunnel SA becomes effective;

<b>Eurotunnel</b>	CTG, operating as Eurotunnel in partnership with France Manche, Société Anonyme with a share capital of 258 818 895,97 euros, 333 286 714 RCS Paris, whose registered office is at 19 boulevard Malesherbes, 75008 Paris, France;
<b>Group</b>	Groupe Eurotunnel SA and/or any of its subsidiaries or jointly-owned companies or entities;
<b>Share</b>	One share in TNU PLC, originally issued as a unit each comprising one share in TNU PLC and one share in TNU SA;
<b>Shuttle</b>	A purpose-built train, designed to carry road vehicles and their drivers and passengers through the Channel Tunnel;
<b>TNU Travel Privilege Schemes</b>	The 1987 TNU TP Scheme, 1990 TNU TP Scheme and the 1996 TNU TP Scheme.