

ELEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRENITALIA c2c LIMITED (trading as c2c)

as Train Operator

Relating to the Track Access Contract dated 3 March 2017

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THIS ELEVENTH SUPPLEMENTAL AGREEMENT is dated 7th December 2020 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered office 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **TRENITALIA c2c LIMITED (trading as c2c)** a company registered in England under number 07897267 having its registered office at 2nd Floor, Cutlers Court, 115 Houndsditch, London EC3A 7BR (the "Train Operator").

WHEREAS:

- (A) Network Rail and NXET Trains Limited entered into a Track Access Contract (Passenger Services) dated 3rd March 2017 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act.
- (B) The rights and obligations of NXET Trains Limited were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport under Schedule 2 of the Railways Act (2005) (which track access contract is hereafter referred to as the "Contract").
- (C) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- (A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise;
- (B) "Effective Date" means the later of:
 - (1) 02.00 on the Subsidiary Change Date 2021; and
 - (2) the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments made to the Contract as set out in paragraph 3 of this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the contract.

3. AMENDMENTS TO SCHEDULE 5

- 3.1 In Schedule 5 Table 2.1 of the Contract, footnote 1 shall be deleted and replaced with: "The Rights of the Train Operator to operate the Services between London Liverpool Street and Shoeburyness shall expire at 01:59hrs on the Principal Change Date 2022."

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to "the Contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

7. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by)
)

duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)



Ellie Burrows

SIGNED by)
)

duly authorised for and on behalf of)
TRENITALIA c2c LIMITED (trading as c2c))



Ben Ackroyd