

Sixteenth 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

*Passenger Access (Short Term Timetable and Miscellaneous Changes)
General Approval 2009*

CONTENTS

| | | |
|----|--------------------------|---|
| 1. | INTERPRETATION | 1 |
| 2. | EFFECTIVE DATE AND TERM | 1 |
| 3. | ORR – GENERAL APPROVAL | 1 |
| 4. | AMENDMENTS TO SCHEDULE 5 | 2 |
| 5. | GENERAL | 2 |
| 6. | THIRD PARTY RIGHTS | 2 |
| 7. | LAW | 2 |
| 8. | COUNTERPARTS | 2 |
| 9. | APPENDIX | 3 |

THIS SIXTEENTH SUPPLEMENTAL AGREEMENT is dated 25th July 2022 and made

BETWEEN:

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

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 10th December 2004 in a form approved by the Office of Rail and Road (ORR) 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 and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract is hereafter referred to as the "Contract").
- (B) The parties now propose to amend the Contract in the manner and on the terms described below pursuant to paragraph 7 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

IT IS HEREBY AGREED as follows:

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 date of this supplemental agreement.

EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. **AMENDMENTS TO SCHEDULE 5**

In Schedule 5, Table 5.1 Specified Equipment shall be deleted in its entirety and replaced with the version contained in the Appendix to this Supplemental Agreement.

5. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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.

6. **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.

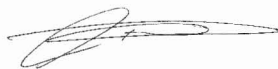
7. **LAW**

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

8. **COUNTERPARTS**

This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

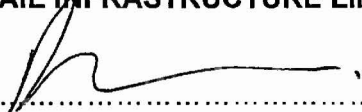
IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written



SIGNED by.....

Print name..... Ellie Burrows.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Print name..... Rob Mullen.....

Duly authorised for and on behalf of
TRENITALIA C2C LIMITED

Appendix :

5 Specified Equipment

Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

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|--|
| Class 357, 4 car units Class 387, 4 car units Class 720/6, 5 car units |
|--|

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".