

TWELFTH Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

LONDON NORTH EASTERN RAILWAY LIMITED

as Train Operator

**relating to amendments to a Track Access
Contract (Passenger Services) dated 03 March 2017**

THIS SUPPLEMENTAL AGREEMENT is dated 10TH MAY 2019 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**"); and
- (2) **LONDON NORTH EASTERN RAILWAY LIMITED**, a company registered in England under number 04659712 having its registered office at East Coast House, 25 Skeldergate, York, YO1 6DH (the "**Train Operator**").

Background:

- (A) Network Rail and East Coast Main Line Company Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2017 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) On 24 June 2018 the rights and obligations of East Coast Main Line Company Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 21 June 2018 under Schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (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

- 1.1 In this Supplemental Agreement 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.

2. EFFECTIVE DATE AND TERM

- 2.1 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 Date or earlier termination of the Contract.
- 2.2 Effective Date means the date on which the ORR issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

3. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

- 3.1 Part B, Schedule 5, Table 2.2 Passenger Train Slots Service Group HB01 (North Core) shall be deleted and replaced by the table in Appendix 1 of this Supplemental Agreement.
- 3.2 Part B, Schedule 5, Table 2.2 Passenger Train Slots Service Group HB02 (Central Core) shall be deleted and replaced by the table in Appendix 2 of this Supplemental Agreement.

- 3.3 Part B, Schedule 5, Table 2.2 Passenger Train Slots Service Group HB04 (Central Extensions) – insert a new table as set out in Appendix 3 of this Supplemental Agreement.

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 with effect from and including the date hereof 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of England and Wales.

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.

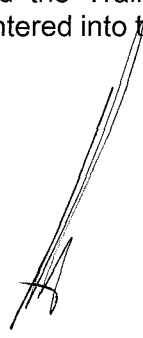
7. COUNTERPARTS

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 one and the same instrument.

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

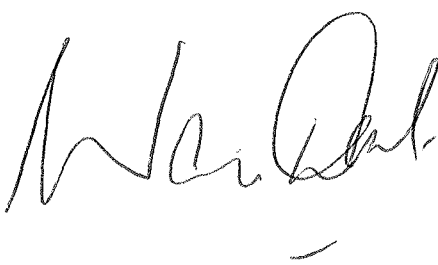
SIGNED BY)

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



SIGNED BY)

for and on behalf of)
LONDON NORTH EASTERN)
RAILWAY LIMITED)



APPENDIX 1

Table 2.2: Additional Passenger Train Slots

1						2					
Service Group HB01 (North core)											
Service description						Additional Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Total Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London King's Cross	Newcastle	ECML	1.3	21700001	225			6	6		
London King's Cross	York	ECML	1.5	21700001	225		1	1	2	5	
London King's Cross	Middlesbrough ¹	ECML, Yarm	1.4	TBC	800		2	4	6		
Newcastle	Edinburgh	ECML	1.8	21700001	225						1
Edinburgh	London King's Cross	ECML	1.9	21700001	225						2
Newcastle	London King's Cross	ECML	1.10	21700001	225			4	4		
Middlesbrough ²	London King's Cross	Yarm, ECML	1.11	TBC	800	2		5	7		
York	London King's Cross	ECML	1.12	21700001	225	1			1	6	
Edinburgh	Newcastle	ECML	1.19	21700001	225					1	

¹ From May 2020

² From May 2020

APPENDIX 2

Table 2.2: Additional Passenger Train Slots

1						2					
Service Group HB02 (Central core)											
Service description						Additional Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Total Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London King's Cross	Leeds	ECML	2.1	21702001	225					3	
London King's Cross	Leeds	ECML	2.3	21702001	225		1	5	6		
Leeds	London King's Cross	ECML	2.11	21702001	225	1		6	7		
Doncaster	London King's Cross	ECML	2.14	21702001	225	2			2		

APPENDIX 3

Table 2.2: Additional Passenger Train Slots

1						2					
Service Group HB04 (Central extensions)											
Service description						Additional Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Total Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Hull	Doncaster	Selby	4.5	21703001	125			1	1		