

SECOND SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

PEAK RAIL PLC

**Relating to the "Expiry Date" of the Open Access Track Access Agreement
(Passenger Services)**

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THIS SECOND SUPPLEMENTAL AGREEMENT is dated 14th December 2018 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("Network Rail"), a company registered in England under company number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **PEAK RAIL PLC** (the "Train Operator"), a company registered in England under number 2490244, having its registered office at Matlock Railway Station, Matlock, Derbyshire, DE4 3NA.

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 30 June 2011 in a form approved by the Office of Rail and Road pursuant to Section 18(7) of the Act as amended by the first supplemental agreement in a form approved by the Office of Rail and Road pursuant to Section 22 of the Act (the "**Contract**").
- B. The parties propose to enter into this Supplemental Agreement in order to amend the "Expiry Date" of the contract.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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; and
- 1.2 "**Effective Date**" shall mean the later of:
 - (a) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.
 - (b) 01.59 hours on the Principal Change Date (December) 2018.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 01.59 hours on the Expiry Date or on the earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 In clause 1 INTERPRETATION 1.1 Definitions on page 2 of the contract the words

" **Expiry Date**" means the Principal Change Date in 2018;"

shall be deleted and replaced with the following words:

" **Expiry Date**" means the Principal Change Date in 2021;"

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 Effective Date and during the period in which the amendments made by the 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 English law.

6. 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.

7. 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.

IN WITNESS WHEREOF 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 

Print name ROBERT MINTON

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name

Duly authorised for and on behalf of
PEAK RAIL PLC

IN WITNESS WHEREOF 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.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by *J. Statham*.....

Print name *JACQUELINE THELMA STATHAM*.....

Duly authorised for and on behalf of
PEAK RAIL PLC