

TWENTY SECOND SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA RAIL NORTH LIMITED

**relating to amendments to the Track Access Contract
(Passenger Services)**

dated 3 March 2016

THIS TWENTY SECOND SUPPLEMENTAL AGREEMENT is dated 11TH SEPTEMBER 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) ARRIVA RAIL NORTH Limited, a company registered in England and Wales under company number 04337712, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the "Train Operator").

Background:

(A) The parties entered into a Track Access Contract (Passenger Services) dated 3 March 2016 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "Contract").

(B) The parties propose to amend the Contract in the manner and on the terms described below.

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.

1.2 "Effective Date" shall mean the later of: 1.2.1 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; and

1.2.2 02:02 on the Principal Change Date 2019

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 on the Expiry Date or on the earlier termination of the Contract.

3. AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 5

In Table 4.1 of Schedule 5, for Service Group ED09 Merseyrail City Lines "Warrington West" shall be inserted in the "additional stations" column of the rows with the Description "ED09.5.1" and "ED09.5.2".

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 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 English law.

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 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.....

Print name.....

Duly authorised for and on behalf of

ARRIVA RAIL NORTH LIMITED