

Network Rail Infrastructure
Limited
1 Eversholt Street,
London NW1 2DN

East Midlands Trains Ltd
Prospect House
1 Prospect Place
Millennium Way
Derby
Derbyshire DE24 8HG

12 August 2019

Approval of the amendments to Connection Contract agreements at Neville Hill, Etches Park, Eastcroft and Cricklewood depots between Network Rail Infrastructure Limited and East Midlands Trains Limited

Under section 22 of the Railways Act 1993, and further to the application made by Network Rail Infrastructure Limited and East Midlands Trains Limited, as the relevant parties, I approve the amendment to each of these connection contracts dated, and submitted to ORR on, 12 August 2019:

- (i) Connection Agreement relating to Cricklewood Passenger Light Maintenance Depot dated 6 April 2009;
- (ii) Connection Agreement relating to Leeds Neville Hill Depot dated 11 November 2007;
- (iii) Connection Agreement relating to Derby Etches Park Depot dated 11 November 2007; and
- (iv) Connection Agreement relating to Nottingham Eastcroft Depot dated 11 November 2007.

Copies of the approved amendments are enclosed with this notice.



A handwritten signature in black ink, consisting of a long, sweeping initial stroke followed by a series of loops and a final downward stroke.

Gordon Herbert
On behalf of the Office of Rail and Road

AMENDING AGREEMENT
AMENDMENTS FOR ORR SPECIFIC APPROVAL
THE RAILWAYS ACT 1993
SECTION 22

THIS AGREEMENT is made the 12th day of August 2019

BETWEEN:-

1. **Network Rail Infrastructure Limited** (company registered number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (as "**Network Rail**");

AND

2. **East Midlands Trains Limited** (company registered number 05340682) whose registered office is at Prospect House No1 Prospect Place Millennium Way, Derby, Derbyshire, England, DE24 8HG (the "**Depot Facility Owner**")

(together "the Parties")

SUPPLEMENTAL TO the Connection Agreement.

WHEREAS:

- (A) Network Rail is the facility owner of the Network and the Depot Facility Owner is the facility owner of the Depot.
- (B) To govern the interface between the Network and the Depot Network, the Parties have entered into the Connection Agreement.
- (C) The Parties wish to make the Amendments to the Connection Agreement to which they are both parties.
- (D) By the Approval the Office of Rail and Road has given approval under section 22(3) of the Act to the making of the amendments to the Connection Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

"the Act" means, the Railways Act 1993;

"the Amendments" means, the amendments set out in the Schedule;

"the Approval" means, the **Specific Approval**;

"the Connection Agreement" means, the agreement between the Parties dated 6 April 2009 (ORR reference DCA/242/01/09/01);

"the Depot" means, Cricklewood Passenger Light Maintenance Depot;

"the Depot Network" has the meaning given to it in the Connection Agreement;

"the Network" has the meaning given to it in the Connection Agreement;

"the Schedule" means, the schedule to this Agreement.

1.2 In this Agreement, unless otherwise specified:-

- (A) a reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order or other provision that may have been made or may in the future be made under it;
- (B) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Agreement; and
- (C) words and expressions to which meanings are ascribed in the Act have the same meanings in this Agreement.

2. AMENDMENTS

The Parties agree that with effect from the dating and signing of this Agreement, the Amendments are made to the Connection Agreement.

3. DECLARATION

3.1 Save as specifically provided in this Agreement, the Connection Agreement shall remain in full force and effect and the Parties agree to observe and perform their respective obligations subject to the Amendments.

3.2 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Connection Agreement.

4. REGISTRATION

The Parties agree to send a copy of this Agreement to the Office of Rail and Road within 14 days of it being dated and signed.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written.

SCHEDULE

The Amendments

The amendments set out in paragraph 1 of the letter in the Appendix to this Schedule and approved by the parties pursuant to that letter.

Appendix
Letter Agreement



Abellio East Midlands Limited
2nd Floor St Andrew's House
18-20 St Andrew Street
London
EC4A 3AG

East Midlands Trains Limited
Prospect House
No1 Prospect Place
Millennium Way
Derby, Derbyshire
England,
DE24 8HG

Network Rail
Derby EMCC
Bateman Street
Derby
DE23 8JQ

31st July 2019

Dear Sirs

Depot connection agreements entered into between (1) Network Rail Infrastructure Limited (as Network Rail) and (2) East Midlands Trains Limited (as Depot Facility Owner) (as amended)

We refer to:

(a) the following depot connection agreements:

- (i) Connection Agreement relating to Cricklewood Passenger Light Maintenance Depot dated 06 April 2009;
- (ii) Connection Agreement relating to Leeds Neville Hill Depot dated 11 November 2007;
- (iii) Connection Agreement relating to Derby Etches Park Depot dated 11 November 2007; and
- (iv) Connection Agreement relating to Nottingham Eastcroft Depot dated 11 November 2007,

(together, the "**Depot Connection Agreements**" and each individually a "**Depot Connection Agreement**"); and

(b) the Franchise Agreement entered into between the Secretary of State for Transport and East Midlands Trains Limited ("**EMT**") dated 11 February 2019 (the "**EMT Franchise Agreement**").

Unless otherwise noted, terms defined in this letter have the meanings given to such terms in each of the Depot Connection Agreements. In addition, a reference to a "Clause" in this letter shall be a reference to a clause of the Depot Connection Agreements.

We acknowledge the intention of the Secretary of State for Transport to utilise his powers under Section 12 and Schedule 2 of the Railways Act 2005 to make one or more transfer schemes to take effect on the same day so as to transfer to Abellio East Midlands Limited ("**AEM**") certain assets and contracts of EMT (the "**Transfer Scheme**"). We recognise the proposal is that the Depot Connection Agreements will form part of the Transfer Scheme and the proposed transfer will have effect on or about 18 August 2019.

We hereby confirm and agree to the following:

1. clause 5.1.1 of each Depot Connection Agreement shall be amended so that the words "the Depot Facility Owner ceasing to be the facility owner of the Depot" shall be immediately followed by "save where the rights and obligations of the Depot Facility Owner under this Agreement have been novated in accordance with Clause 8 or have been transferred to another train operating company by a statutory transfer scheme made by the Secretary of State for Transport or otherwise, in either case to another train operator which is the facility owner of the Depot". The parties acknowledge that an amendment to each Depot Connection Agreement requires approval by the Office of Rail and Road ("**ORR**") and accordingly the parties shall take such steps as may be necessary to obtain such approval from the ORR for any amendment made to the Depot Connection Agreement prior to 18 August 2019;
2. we hereby waive and accordingly will not exercise any rights which we may have under any Depot Connection Agreement to suspend or terminate such Depot Connection Agreement which may be triggered by virtue of the termination of the EMT Franchise Agreement or EMT ceasing to be the Depot Facility Owner, where AEM assumes such role with effect from 18 August 2019;
3. we undertake to work with AEM to negotiate and agree a replacement agreement to each of the Depot Connection Agreements within 6 months of 16 August 2019. Such replacement agreements will adopt the then-current model form depot connection agreement published by the ORR as its starting point and the current intention is that such replacement agreements will also be progressed in accordance with the ORR's General Approval for stations and depots.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. Clause 9 (*Governing Law and Submission to Jurisdiction*) shall apply to this letter as if set out in full in this letter and if references in those provisions to "this Agreement" were a reference to this letter.

Yours faithfully

A handwritten signature in black ink, appearing to be 'David B.', written in a cursive style.

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED on behalf of East Midlands Trains Limited

Signed: 

Name: *Tim Goodhill*

Title: *FINANCE DIRECTOR*

Date of signature: *8 August 2019*

AMENDING AGREEMENT
AMENDMENTS FOR ORR SPECIFIC APPROVAL
THE RAILWAYS ACT 1993
SECTION 22

THIS AGREEMENT is made the 12th day of August 2019

BETWEEN:-

1. **Network Rail Infrastructure Limited** (company registered number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (as "**Network Rail**");

AND

2. **East Midlands Trains Limited** (company registered number 05340682) whose registered office is at Prospect House No1 Prospect Place Millennium Way, Derby, Derbyshire, England, DE24 8HG (the "**Depot Facility Owner**")

(together "the Parties")

SUPPLEMENTAL TO the Connection Agreement.

WHEREAS:

- (A) Network Rail is the facility owner of the Network and the Depot Facility Owner is the facility owner of the Depot.
- (B) To govern the interface between the Network and the Depot Network, the Parties have entered into the Connection Agreement.
- (C) The Parties wish to make the Amendments to the Connection Agreement to which they are both parties.
- (D) By the Approval the Office of Rail and Road has given approval under section 22(3) of the Act to the making of the amendments to the Connection Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

"the Act" means, the Railways Act 1993;

"the Amendments" means, the amendments set out in the Schedule;

"the Approval" means, the **Specific Approval**;

"the Connection Agreement" means, the agreement between the Parties dated 11 November 2007 (ORR reference DCA/242/02/07/01);

"the Depot" means, Leeds Neville Hill Depot;

"the Depot Network" has the meaning given to it in the Connection Agreement;

"the Network" has the meaning given to it in the Connection Agreement;

"the Schedule" means, the schedule to this Agreement.

1.2 In this Agreement, unless otherwise specified:-

- (A) a reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order or other provision that may have been made or may in the future be made under it;
- (B) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Agreement; and
- (C) words and expressions to which meanings are ascribed in the Act have the same meanings in this Agreement.

2. AMENDMENTS

The Parties agree that with effect from the dating and signing of this Agreement, the Amendments are made to the Connection Agreement.

3. DECLARATION

3.1 Save as specifically provided in this Agreement, the Connection Agreement shall remain in full force and effect and the Parties agree to observe and perform their respective obligations subject to the Amendments.

3.2 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Connection Agreement.

4. REGISTRATION

The Parties agree to send a copy of this Agreement to the Office of Rail and Road within 14 days of it being dated and signed.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written.

SCHEDULE

The Amendments

The amendments set out in paragraph 1 of the letter in the Appendix to this Schedule and approved by the parties pursuant to that letter.

Appendix
Letter Agreement



Abellio East Midlands Limited
2nd Floor St Andrew's House
18-20 St Andrew Street
London
EC4A 3AG

East Midlands Trains Limited
Prospect House
No1 Prospect Place
Millennium Way
Derby, Derbyshire
England,
DE24 8HG

Network Rail
Derby EMCC
Bateman Street
Derby
DE23 8JQ

31st July 2019

Dear Sirs

Depot connection agreements entered into between (1) Network Rail Infrastructure Limited (as Network Rail) and (2) East Midlands Trains Limited (as Depot Facility Owner) (as amended)

We refer to:

- (a) the following depot connection agreements:
- (i) Connection Agreement relating to Cricklewood Passenger Light Maintenance Depot dated 06 April 2009;
 - (ii) Connection Agreement relating to Leeds Neville Hill Depot dated 11 November 2007;
 - (iii) Connection Agreement relating to Derby Etches Park Depot dated 11 November 2007; and
 - (iv) Connection Agreement relating to Nottingham Eastcroft Depot dated 11 November 2007,
- (together, the "**Depot Connection Agreements**" and each individually a "**Depot Connection Agreement**"); and
- (b) the Franchise Agreement entered into between the Secretary of State for Transport and East Midlands Trains Limited ("**EMT**") dated 11 February 2019 (the "**EMT Franchise Agreement**").

Unless otherwise noted, terms defined in this letter have the meanings given to such terms in each of the Depot Connection Agreements. In addition, a reference to a "Clause" in this letter shall be a reference to a clause of the Depot Connection Agreements.

We acknowledge the intention of the Secretary of State for Transport to utilise his powers under Section 12 and Schedule 2 of the Railways Act 2005 to make one or more transfer schemes to take effect on the same day so as to transfer to Abellio East Midlands Limited ("**AEM**") certain assets and contracts of EMT (the "**Transfer Scheme**"). We recognise the proposal is that the Depot Connection Agreements will form part of the Transfer Scheme and the proposed transfer will have effect on or about 18 August 2019.

We hereby confirm and agree to the following:

1. clause 5.1.1 of each Depot Connection Agreement shall be amended so that the words "the Depot Facility Owner ceasing to be the facility owner of the Depot" shall be immediately followed by "save where the rights and obligations of the Depot Facility Owner under this Agreement have been novated in accordance with Clause 8 or have been transferred to another train operating company by a statutory transfer scheme made by the Secretary of State for Transport or otherwise, in either case to another train operator which is the facility owner of the Depot". The parties acknowledge that an amendment to each Depot Connection Agreement requires approval by the Office of Rail and Road ("**ORR**") and accordingly the parties shall take such steps as may be necessary to obtain such approval from the ORR for any amendment made to the Depot Connection Agreement prior to 18 August 2019;
2. we hereby waive and accordingly will not exercise any rights which we may have under any Depot Connection Agreement to suspend or terminate such Depot Connection Agreement which may be triggered by virtue of the termination of the EMT Franchise Agreement or EMT ceasing to be the Depot Facility Owner, where AEM assumes such role with effect from 18 August 2019;
3. we undertake to work with AEM to negotiate and agree a replacement agreement to each of the Depot Connection Agreements within 6 months of 16 August 2019. Such replacement agreements will adopt the then-current model form depot connection agreement published by the ORR as its starting point and the current intention is that such replacement agreements will also be progressed in accordance with the ORR's General Approval for stations and depots.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. Clause 9 (*Governing Law and Submission to Jurisdiction*) shall apply to this letter as if set out in full in this letter and if references in those provisions to "this Agreement" were a reference to this letter.

Yours faithfully

A handwritten signature in black ink, appearing to be 'G. H. B.', written in a cursive style.

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED on behalf of East Midlands Trains Limited

Signed: 

Name: Tim GOODHILL

Title: FINANCE DIRECTOR

Date of signature: 8 AUGUST 2019

AMENDING AGREEMENT
AMENDMENTS FOR ORR SPECIFIC APPROVAL
THE RAILWAYS ACT 1993
SECTION 22

THIS AGREEMENT is made the 12th day of August 2019

BETWEEN:-

1. **Network Rail Infrastructure Limited** (company registered number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (as "**Network Rail**");

AND

2. **East Midlands Trains Limited** (company registered number 05340682) whose registered office is at Prospect House No1 Prospect Place Millennium Way, Derby, Derbyshire, England, DE24 8HG (the "**Depot Facility Owner**")

(together "the Parties")

SUPPLEMENTAL TO the Connection Agreement.

WHEREAS:

- (A) Network Rail is the facility owner of the Network and the Depot Facility Owner is the facility owner of the Depot.
- (B) To govern the interface between the Network and the Depot Network, the Parties have entered into the Connection Agreement.
- (C) The Parties wish to make the Amendments to the Connection Agreement to which they are both parties.
- (D) By the Approval the Office of Rail and Road has given approval under section 22(3) of the Act to the making of the amendments to the Connection Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

"the Act" means, the Railways Act 1993;

"the Amendments" means, the amendments set out in the Schedule;

"the Approval" means, the **Specific Approval**;

"the Connection Agreement" means, the agreement between the Parties dated 11 November 2007 (ORR reference DCA/242/01/07/01);

"the Depot" means, Derby Etches Park Depot;

"the Depot Network" has the meaning given to it in the Connection Agreement;

"the Network" has the meaning given to it in the Connection Agreement;

"the Schedule" means, the schedule to this Agreement.

1.2 In this Agreement, unless otherwise specified:-

- (A) a reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order or other provision that may have been made or may in the future be made under it;
- (B) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Agreement; and
- (C) words and expressions to which meanings are ascribed in the Act have the same meanings in this Agreement.

2. AMENDMENTS

The Parties agree that with effect from the dating and signing of this Agreement, the Amendments are made to the Connection Agreement.

3. DECLARATION

- 3.1 Save as specifically provided in this Agreement, the Connection Agreement shall remain in full force and effect and the Parties agree to observe and perform their respective obligations subject to the Amendments.
- 3.2 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Connection Agreement.

4. REGISTRATION

The Parties agree to send a copy of this Agreement to the Office of Rail and Road within 14 days of it being dated and signed.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written.

SCHEDULE

The Amendments

The amendments set out in paragraph 1 of the letter in the Appendix to this Schedule and approved by the parties pursuant to that letter.

Appendix
Letter Agreement



Abellio East Midlands Limited
2nd Floor St Andrew's House
18-20 St Andrew Street
London
EC4A 3AG

East Midlands Trains Limited
Prospect House
No1 Prospect Place
Millennium Way
Derby, Derbyshire
England,
DE24 8HG

Network Rail
Derby EMCC
Bateman Street
Derby
DE23 8JQ

31st July 2019

Dear Sirs

Depot connection agreements entered into between (1) Network Rail Infrastructure Limited (as Network Rail) and (2) East Midlands Trains Limited (as Depot Facility Owner) (as amended)

We refer to:

- (a) the following depot connection agreements:
- (i) Connection Agreement relating to Cricklewood Passenger Light Maintenance Depot dated 06 April 2009;
 - (ii) Connection Agreement relating to Leeds Neville Hill Depot dated 11 November 2007;
 - (iii) Connection Agreement relating to Derby Etches Park Depot dated 11 November 2007; and
 - (iv) Connection Agreement relating to Nottingham Eastcroft Depot dated 11 November 2007,

(together, the "**Depot Connection Agreements**" and each individually a "**Depot Connection Agreement**"); and

- (b) the Franchise Agreement entered into between the Secretary of State for Transport and East Midlands Trains Limited ("**EMT**") dated 11 February 2019 (the "**EMT Franchise Agreement**").

Unless otherwise noted, terms defined in this letter have the meanings given to such terms in each of the Depot Connection Agreements. In addition, a reference to a "Clause" in this letter shall be a reference to a clause of the Depot Connection Agreements.

We acknowledge the intention of the Secretary of State for Transport to utilise his powers under Section 12 and Schedule 2 of the Railways Act 2005 to make one or more transfer schemes to take effect on the same day so as to transfer to Abellio East Midlands Limited ("**AEM**") certain assets and contracts of EMT (the "**Transfer Scheme**"). We recognise the proposal is that the Depot Connection Agreements will form part of the Transfer Scheme and the proposed transfer will have effect on or about 18 August 2019.

We hereby confirm and agree to the following:

1. clause 5.1.1 of each Depot Connection Agreement shall be amended so that the words "the Depot Facility Owner ceasing to be the facility owner of the Depot" shall be immediately followed by "save where the rights and obligations of the Depot Facility Owner under this Agreement have been novated in accordance with Clause 8 or have been transferred to another train operating company by a statutory transfer scheme made by the Secretary of State for Transport or otherwise, in either case to another train operator which is the facility owner of the Depot". The parties acknowledge that an amendment to each Depot Connection Agreement requires approval by the Office of Rail and Road ("**ORR**") and accordingly the parties shall take such steps as may be necessary to obtain such approval from the ORR for any amendment made to the Depot Connection Agreement prior to 18 August 2019;
2. we hereby waive and accordingly will not exercise any rights which we may have under any Depot Connection Agreement to suspend or terminate such Depot Connection Agreement which may be triggered by virtue of the termination of the EMT Franchise Agreement or EMT ceasing to be the Depot Facility Owner, where AEM assumes such role with effect from 18 August 2019;
3. we undertake to work with AEM to negotiate and agree a replacement agreement to each of the Depot Connection Agreements within 6 months of 16 August 2019. Such replacement agreements will adopt the then-current model form depot connection agreement published by the ORR as its starting point and the current intention is that such replacement agreements will also be progressed in accordance with the ORR's General Approval for stations and depots.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. Clause 9 (*Governing Law and Submission to Jurisdiction*) shall apply to this letter as if set out in full in this letter and if references in those provisions to "this Agreement" were a reference to this letter.

Yours faithfully

A handwritten signature in black ink, appearing to be 'G. Kelly', written in a cursive style.

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED on behalf of East Midlands Trains Limited

Signed: 

Name: Tim Greenhill

Title: Finance Director.

Date of signature: 8 August 2019

AMENDING AGREEMENT
AMENDMENTS FOR ORR SPECIFIC APPROVAL
THE RAILWAYS ACT 1993
SECTION 22

THIS AGREEMENT is made the 12th day of August 2019

BETWEEN:-

1. **Network Rail Infrastructure Limited** (company registered number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (as "**Network Rail**");

AND

2. **East Midlands Trains Limited** (company registered number 05340682) whose registered office is at Prospect House No1 Prospect Place Millennium Way, Derby, Derbyshire, England, DE24 8HG (the "**Depot Facility Owner**")

(together "the Parties")

SUPPLEMENTAL TO the Connection Agreement.

WHEREAS:

- (A) Network Rail is the facility owner of the Network and the Depot Facility Owner is the facility owner of the Depot.
- (B) To govern the interface between the Network and the Depot Network, the Parties have entered into the Connection Agreement.
- (C) The Parties wish to make the Amendments to the Connection Agreement to which they are both parties.
- (D) By the Approval the Office of Rail and Road has given approval under section 22(3) of the Act to the making of the amendments to the Connection Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

"the Act" means, the Railways Act 1993;

"the Amendments" means, the amendments set out in the Schedule;

"the Approval" means, the **Specific Approval**;

"the Connection Agreement" means, the agreement between the Parties dated 11 November 2007 (ORR reference DCA/242/03/07/01);

"the Depot" means, Nottingham Eastcroft Depot;

"the Depot Network" has the meaning given to it in the Connection Agreement;

"the Network" has the meaning given to it in the Connection Agreement;

"the Schedule" means, the schedule to this Agreement.

1.2 In this Agreement, unless otherwise specified:-

- (A) a reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order or other provision that may have been made or may in the future be made under it;
- (B) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Agreement; and
- (C) words and expressions to which meanings are ascribed in the Act have the same meanings in this Agreement.

2. AMENDMENTS

The Parties agree that with effect from the dating and signing of this Agreement, the Amendments are made to the Connection Agreement.

3. DECLARATION

3.1 Save as specifically provided in this Agreement, the Connection Agreement shall remain in full force and effect and the Parties agree to observe and perform their respective obligations subject to the Amendments.

3.2 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Connection Agreement.

4. REGISTRATION

The Parties agree to send a copy of this Agreement to the Office of Rail and Road within 14 days of it being dated and signed.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the Parties on the day and year first before written.

SCHEDULE

The Amendments

The amendments set out in paragraph 1 of the letter in the Appendix to this Schedule and approved by the parties pursuant to that letter.

Appendix
Letter Agreement



Abellio East Midlands Limited
2nd Floor St Andrew's House
18-20 St Andrew Street
London
EC4A 3AG

East Midlands Trains Limited
Prospect House
No1 Prospect Place
Millennium Way
Derby, Derbyshire
England,
DE24 8HG

Network Rail
Derby EMCC
Bateman Street
Derby
DE23 8JQ

31st July 2019

Dear Sirs

Depot connection agreements entered into between (1) Network Rail Infrastructure Limited (as Network Rail) and (2) East Midlands Trains Limited (as Depot Facility Owner) (as amended)

We refer to:

(a) the following depot connection agreements:

- (i) Connection Agreement relating to Cricklewood Passenger Light Maintenance Depot dated 06 April 2009;
- (ii) Connection Agreement relating to Leeds Neville Hill Depot dated 11 November 2007;
- (iii) Connection Agreement relating to Derby Etches Park Depot dated 11 November 2007; and
- (iv) Connection Agreement relating to Nottingham Eastcroft Depot dated 11 November 2007,

(together, the "**Depot Connection Agreements**" and each individually a "**Depot Connection Agreement**"); and

(b) the Franchise Agreement entered into between the Secretary of State for Transport and East Midlands Trains Limited ("**EMT**") dated 11 February 2019 (the "**EMT Franchise Agreement**").

Unless otherwise noted, terms defined in this letter have the meanings given to such terms in each of the Depot Connection Agreements. In addition, a reference to a "Clause" in this letter shall be a reference to a clause of the Depot Connection Agreements.

We acknowledge the intention of the Secretary of State for Transport to utilise his powers under Section 12 and Schedule 2 of the Railways Act 2005 to make one or more transfer schemes to take effect on the same day so as to transfer to Abellio East Midlands Limited ("**AEM**") certain assets and contracts of EMT (the "**Transfer Scheme**"). We recognise the proposal is that the Depot Connection Agreements will form part of the Transfer Scheme and the proposed transfer will have effect on or about 18 August 2019.

We hereby confirm and agree to the following:

1. clause 5.1.1 of each Depot Connection Agreement shall be amended so that the words "the Depot Facility Owner ceasing to be the facility owner of the Depot" shall be immediately followed by "save where the rights and obligations of the Depot Facility Owner under this Agreement have been novated in accordance with Clause 8 or have been transferred to another train operating company by a statutory transfer scheme made by the Secretary of State for Transport or otherwise, in either case to another train operator which is the facility owner of the Depot". The parties acknowledge that an amendment to each Depot Connection Agreement requires approval by the Office of Rail and Road ("**ORR**") and accordingly the parties shall take such steps as may be necessary to obtain such approval from the ORR for any amendment made to the Depot Connection Agreement prior to 18 August 2019;
2. we hereby waive and accordingly will not exercise any rights which we may have under any Depot Connection Agreement to suspend or terminate such Depot Connection Agreement which may be triggered by virtue of the termination of the EMT Franchise Agreement or EMT ceasing to be the Depot Facility Owner, where AEM assumes such role with effect from 18 August 2019;
3. we undertake to work with AEM to negotiate and agree a replacement agreement to each of the Depot Connection Agreements within 6 months of 16 August 2019. Such replacement agreements will adopt the then-current model form depot connection agreement published by the ORR as its starting point and the current intention is that such replacement agreements will also be progressed in accordance with the ORR's General Approval for stations and depots.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. Clause 9 (*Governing Law and Submission to Jurisdiction*) shall apply to this letter as if set out in full in this letter and if references in those provisions to "this Agreement" were a reference to this letter.

Yours faithfully

A handwritten signature in black ink, appearing to be a stylized name, possibly 'G. B. B.', written in a cursive style.

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED on behalf of East Midlands Trains Limited

Signed: 

Name: Tim GREENHILL

Title: FINANCE DIRECTOR

Date of signature: 8 AUGUST 2019