

1st SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

XC TRAINS LIMITED

**relating to amendments to the Track Access Contract
(Passenger Services) dated 8th August 2017**

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THIS 1st SUPPLEMENTAL AGREEMENT is dated the 30th November 2017 and made

BETWEEN

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**"); and
- (2) **XC Trains Limited**, a company registered in England under number 04402048 having its registered office at C/O Arriva PLC, 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP (the "**Train Operator**").

WHEREAS

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 8th August 2017 (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) 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, unless the context otherwise requires, 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" means 02:00 on 10th December 2017.

2 EFFECTIVE 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 Date or earlier termination of the Contract.

3 AMENDMENTS TO THE CONTRACT

- 3.1 In Table 2.1 of Schedule 5 to the Contract, in Service Group EH01:
 - i) the entries relating to descriptions 1.14a, 1.15, shall be deleted and replaced by the entries as shown in Annex A of this Supplemental Agreement; and

- ii) new entries with descriptions 1.55, 1.56 and 1.57 shall be inserted as shown in Annex A of this Supplemental Agreement
- 3.2 In Table 2.1 of Schedule 5 to the Contract, in Service Group EH02 the entry relating to description 2.6 shall be deleted and replaced by the entry as shown in Annex B of this Supplemental Agreement.
- 3.3 In Table 2.3 of Schedule 5 to the Contract, three new entries shall be inserted as shown in Annex C of this Supplemental Agreement.
- 3.4 In Table 4.1 of Schedule 5 to the Contract, in Service Group EH01:
- i) the entry with the description "1.23 & 1.33" shall be deleted and replaced with entry as shown in Annex D of this Supplemental Agreement; and
 - ii) three new entries shall be inserted as shown in Annex E 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 law of England and Wales.

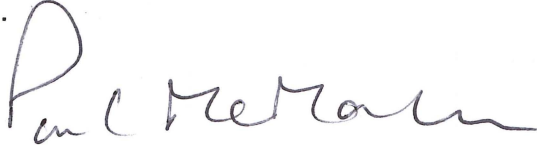
6 THIRD PARTY RIGHTS

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 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.

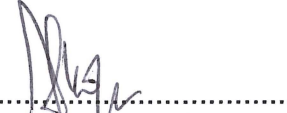
IN WITNESS of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

Signed by 

Print name PAUL McNAMEE

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by 

Print name ANDREW COOPER

Duly authorised for and on behalf of

XC TRAINS LIMITED

Annex A

Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
Birmingham New Street	Manchester Piccadilly	Wolverhampton, Stafford, Stoke on Trent, Macclesfield, Stockport	1.14a	22180014	221	18	21	21	14	14
Birmingham New Street	Manchester Piccadilly	Wolverhampton, Stafford, Crewe, Wilmslow, Stockport	1.15	22180014	221	1	1	1	0	0
Southampton Central	Bournemouth	Brockenhurst	1.55	22180010	221	1	0	0	0	0
York	Newcastle	Direct	1.56	22180008	221	1*	0	0	0	0
Newcastle	York	Direct	1.57	22180008	221	1*	0	0	0	0

* From the Subsidiary Change Date 2019 the quantum will be reduced to 0.

Annex B

Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
Birmingham New Street	Leicester	Water Orton, Nuneaton, South Wigston	2.6	22260000 & 22268000	170	18	17	17	13	13

Annex C

1		2	3		4				
Passenger Train Slot – Arrival		Combination Station	Passenger Train Slot – Departure		Number of combinations				
Arriving (from location or from the direction of)	Description		Departing towards (location or in the direction of)	Description	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
York	1.56	Newcastle	Edinburgh Waverley	1.24	1*	0	0	0	0
Edinburgh Waverley	1.33	Newcastle	York	1.57	1*	0	0	0	0
Cardiff	2.1	Birmingham New St	Leicester	2.6	0	0	0	1	1

* From the Subsidiary Change Date 2019 the quantum will be reduced to 0.

Annex D

1					2	3
Service Group EH01						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Newcastle	Edinburgh Waverley	Direct	1.24 & 1.33	22180008	Up to 15 calls at Alnmouth, up to 19 calls at Berwick Upon Tweed, up to 15 calls at Dunbar, up to 10 call to Morpeth	

Annex E

1					2	3
Service Group EH02						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Southampton Central	Bournemouth	Direct	1.55	22180010	Brockenhurst	N/A
York	Newcastle	Direct	1.56	22180008	Darlington, Durham	N/A
Newcastle	York	Direct	1.57	22180008	Durham, Darlington	N/A