

4th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

WEST COAST RAILWAY COMPANY LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) ("The Jacobite") dated 11 May 2015 and concerning the extension of the Track Access Contract.

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND TERM	2
3.	AMENDMENTS TO THE CONTRACT	3
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	3
5.	THIRD PARTY RIGHTS	3
6.	LAW	3
7.	COUNTERPARTS	4

THIS FOURTH SUPPLEMENTAL AGREEMENT is dated 27 September 2018 and made

BETWEEN:

- 1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **WEST COAST RAILWAY COMPANY LIMITED**, (the “Train Operator”), a company registered in England under number 03066109 having its registered office at Jesson Way, Crag Bank, Carnforth, Lancashire LA5 9UR.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) (“The Jacobite”) dated 11 May 2015 in a form approved by the Office of Rail and Road pursuant to Section 18(7) of the Act (which Track Access Contract 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**

In this Supplemental Agreement:

- (A) 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;
- (B) “Effective Date” means the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

A) In 1.1 Definitions of Clause 1 Interpretation; delete "Expiry Date" means 31 October 2018; and replace with "Expiry Date" means 31 October 2019;

B) In 10 of Schedule 5 delete:

10.1 Up to 31 October 2018, the Train Operator shall control the use of toilets aboard the Services such that effluent will not be discharged by the Standard Specified Equipment (or any replacement Specified Equipment) onto Network Rail infrastructure at terminal stations. Failure to control the use of toilets to this extent will constitute an Event of Default, in accordance with paragraph 1.1 of Schedule 6.

And;

10.2 From 1 November 2018, the Train Operator shall have installed, and shall be operating exclusively, Controlled Emission Toilets (CETs) on the Standard Specified Equipment, or shall be operating with replacement Specified Equipment that features CETs exclusively.

And replace with:

10.1 Up to 31 October 2019, the Train Operator shall control the use of toilets aboard the Services such that effluent will not be discharged by the Standard Specified Equipment (or any replacement Specified Equipment) onto Network Rail infrastructure at terminal stations. Failure to control the use of toilets to this extent will constitute an Event of Default, in accordance with paragraph 1.1 of Schedule 6.

And;

10.2 From 1 November 2019, the Train Operator shall have installed, and shall be operating exclusively, Controlled Emission Toilets (CETs) on the Standard Specified Equipment, or shall be operating with replacement Specified Equipment that features CETs exclusively.

4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, 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. **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.

6. **LAW**

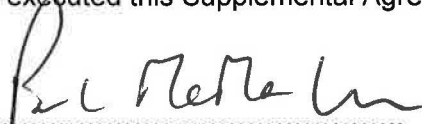
This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

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

SIGNED by



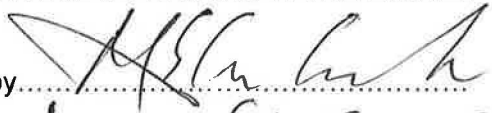
Print name

PAUL MC MANIS

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by



Print name

JAMES SUTCLIFFE

Duly authorised for and on behalf of

WEST COAST RAILWAY COMPANY LIMITED