

24th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

ABELLIO SCOTRAIL LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016
Schedule 5 – Extension of Contingent Rights

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THIS 24TH SUPPLEMENTAL AGREEMENT is dated 16 November 2021 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) Abellio ScotRail Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at 5th Floor, Culzean Building 36 Renfield Street, Glasgow, G2 1LU, United Kingdom.

Background:

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
 - (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:

- 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**" means 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
- 1.3 "Appendix" shall mean the appendices and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 In Annex B to Part 3 of Schedule 4 the Viable Transfer Map will be deleted and replaced with the Viable Transfer Map as shown in Appendix A.

3.2 In table 2.1 of Schedule 5 of the Contract the following entries shall be deleted and replaced with the entries as shown in Appendix B to this Supplemental Agreement:

- (a) Service 586 (Edinburgh - Tweedbank) in Service Group HA02;
- (b) Service 577 (Girvan – Kilmarnock) in Service Group HA03;
- (c) Service 565 (Paisley Canal) in Service Group HA05; and
- (d) Service 564 (Glasgow – Edinburgh via Shotts / Carstairs) in Service Group HA06.

3.3 In table 2.2 of Schedule 5 of the Contract the following entries shall be deleted and replaced with the entries as shown in Appendix C to this Supplemental Agreement:

- (a) Service 576 (Edinburgh – Dunblane – Perth), Service 5870 (Fife Outer Circle (Clockwise)) and Service 5871 (Fife Outer Circle (Anti Clockwise)) in Service Group HA02; and
- (b) Service 564 (Glasgow – Edinburgh via Shotts / Carstairs) in Service Group HA06.

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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

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 this Supplemental Agreement comprising this and the foregoing 3 pages and Appendices A - C are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by *Liam Sumpter*
at *Glasgow* on *16 November 2021* in the presence of:-

Witness:

Nicholas Prag

Full Name: *Nicholas Prag*

Address: *151 St Vincent Street*

Glasgow, G2 5NW

[Signature]

SIGNED on behalf of **ABELLIO SCOTRAIL LIMITED** by *John Kerr* at
Atrium Court on *16 November 2021* in
the presence of:-

Witness:

Donna Sim

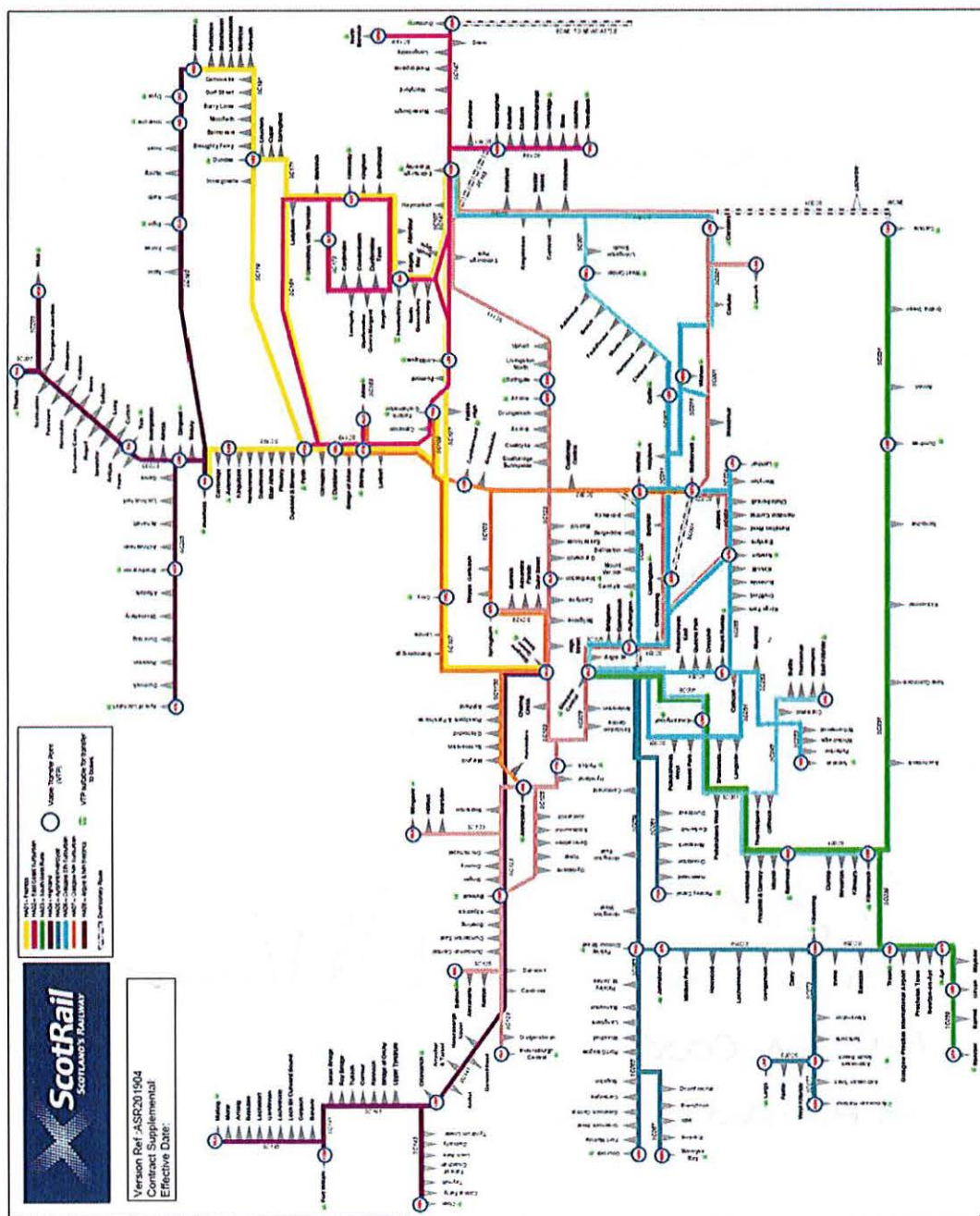
Full Name: *DONNA SIM*

Address: *ATRIUM COURT*

GLASGOW

[Signature]

Appendix A



Appendix B

Table 2.1: Passenger Train Slots

1						2		
Service Group HA02: East Coast Suburban								
Service 586: Edinburgh – Tweedbank						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley	Tweedbank	Brunstane	2.40	23586003	158	33	33	15
Tweedbank	Edinburgh Waverley ^{1,2}	Brunstane	2.41	23586003	158	33	33	15

1 The Train Operator must make an Access Proposal to combine 2 Weekday Train Slots with the corresponding Train Slots in Service Group HA02, Service 5871, Description 2.70, to provide a through journey to Glenrothes with Thornton.

2 The Train Operator must make an Access Proposal to combine 2 Weekday Train Slots with the corresponding Train Slots in Service Group HA02, Service 5871, Description 2.80, to provide a through journey to South Gyle.

Table 2.1: Passenger Train Slots

1						2				
Service Group HA03: South West Rural										
Service 577: Girvan – Kilmarnock						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Total weekday	Peak ²	Off-peak	Saturday	Sundays
Ayr	Girvan	Maybole	7.90	13577015	150	8	0	0	8	0
Glasgow Central	Girvan	Kilmarnock	7.91	13568015	150	1	1	0	1	0
Kilmarnock	Girvan	Ayr	7.92	13577015	150	2	0	0	2	0
Girvan	Ayr	Maybole	7.93	13577015	150	9	0	0	9	0
Girvan	Kilmarnock	Ayr	7.94	13577015	150	2	0	0	2	0

Table 2.1: Passenger Train Slots

1						2				
Service Group HA05:										
Service 565: Paisley Canal										
From	To	Via	Description	TSC	Timing Load	Total week-day			Saturday	Sunday
Glasgow Central	Paisley Canal	Corkerhill	7.30	13565015	314	35 (+1 FO)			35	10
Paisley Canal	Glasgow Central	Corkerhill	7.31	13565015	314	34			34	10

Table 2.1: Passenger Train Slots

1						2				
Service Group HA06: Glasgow Suburban South										
Service 564: Glasgow – Edinburgh via Shotts / Carstairs										
From	To	Via	Description	TSC	Timing Load	Total week-day			Saturday	Sunday
Edinburgh Waverley	Glasgow Central ¹	Carstairs, Wishaw	7.10	13564825	150	7			7	0
Edinburgh Waverley	Glasgow Central	Shotts	7.11 Slow	13564825	150	16			16	6
Edinburgh Waverley	Glasgow Central	Shotts	7.12 Fast	13564825	150	13			13	0
Edinburgh Waverley	Motherwell	Carstairs	7.13	13564825	150	1			1	0
Glasgow Central	Edinburgh Waverley	Shotts	7.15 Slow	13564825	150	17 (+1 FO)			17	6
Glasgow Central	Edinburgh Waverley	Shotts	7.16 Fast	13564825	150	12			12	0
Glasgow Central	Edinburgh Waverley	Wishaw, Carstairs	7.17	13564825	150	6			6	0
Motherwell	Edinburgh	Shotts	7.18	13564825	150	1			1	0

¹ The Train Operator must make an Access Proposal to combine 3 Weekday and 4 Saturday Train Slots with the corresponding Train Slots in Service Group HA06, Service 573, Description 6.140 to provide a through journey to Ayr.

Appendix C

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HA02: East Coast Suburban							
Service 576 – Edinburgh – Dunblane - Perth					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Edinburgh Waverley	Alloa	Falkirk Grahamston		23576003	1	1	0
Edinburgh Waverley	Dunblane	Falkirk Grahamston		23576003	6	7	0
Alloa	Edinburgh Waverley	Falkirk Grahamston		23576003	0	1 ¹	0
Dunblane	Edinburgh Waverley	Falkirk Grahamston		23576003	4	4	0
Stirling	Edinburgh Waverley	Falkirk Grahamston		23576003	0	1	0

1 The quantum of rights shall reduce by 1 on Principal Change Date 2022

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HA02: East Coast Suburban							
Service 5870: Fife Outer Circle (Clockwise)					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Kirkcaldy	Haymarket	Burntisland		23587003	2 ¹	0	0

1 The quantum of rights shall reduce by 1 on Principal Change Date 2022

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HA02: East Coast Suburban							
Service 5871: Fife Outer Circle (Anti Clockwise)					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Haymarket	Kirkcaldy	Burntisland		23587003	1 ¹	0	0

1 The quantum of rights shall reduce by 2 on Principal Change Date 2022

Table 2.2: Passenger Train Slots

1						2			
Service Group HA06: Glasgow Suburban South									
Service 564: Glasgow – Edinburgh via Shotts / Carstairs									
From	To	Via	Description	TSC	Timing Load	Total day	week-	Saturday	Sunday
Edinburgh Waverley	Glasgow Central	Shotts		13564825	150	2 ¹		2 ¹	0
Glasgow Central	Edinburgh Waverley	Shotts		13564825	150	2 ¹		2 ¹	0

1 The quantum of rights shall reduce by 2 on Principal Change Date 2022