

43rd Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016

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THIS 43RD SUPPLEMENTAL AGREEMENT is dated 04 Jan 2024 and made

Between:

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, G2 6HQ.

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.

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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.

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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 on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

The table in Appendix A, including the footnote, shall be added to the extant table 2.2 of Schedule 5 of the Contract.

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

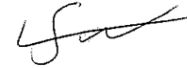
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing pages and Appendices are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter
Glasgow, G2 5NW on 4 January 2024 in the presence of:-



at 151 St Vincent Street,

Witness: Christie Grimes

Full Name: Christine Grimes

Address: 151 St Vincent Street,
Glasgow, G2 5NW

Derek Marchant

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Derek Marchant
in the presence of:-

at Atrium Court, Glasgow

on 04-01-24

Witness: John Kerr

Full Name: John Kerr

Address: Atrium Court, Glasgow

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Appendix A

Table 2.2: Additional Driver Training Slots

1						2		
Service Group HA02: East Coast Suburban								
Service 5870: Fife & Leven						Driver Training Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Thornton North Junction ¹	Leven	Cameron Bridge		23587003	158/170	20	20	0
Leven ¹	Thornton North Junction	Cameron Bridge		23587003	158/170	20	20	0

1 - The Train Operator has this quantum of Contingent Rights to operate Class 158 and Class 170 rolling stock as non-passenger train slots only, and only for the purposes of carrying out driver training and train testing until 00:45 hours on the 2nd June 2024 between Thornton North Junction and Leven.