

69th 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 (Passenger
Services) dated 3rd March 2016, Schedule 2 and Schedule 5
(introducing Annex 1 Excel tables).

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THIS 69TH SUPPLEMENTAL AGREEMENT is dated 25 August 2026 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 SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, 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 date of this Supplemental Agreement.
- 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. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

4. AMENDMENTS TO THE CONTRACT

4.1 Paragraph 1 of Schedule 2 shall be deleted in its entirety and replaced with the following Paragraph 1: "In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 in Annex 1 to Schedule 5"

4.2 In Paragraph 2 of Schedule 5 (Passenger Train Slots) Table 2.1 and its accompanying notes shall be deleted in their entirety and replaced with the text "For Passenger Train Slots please refer to Table 2.1 in Annex 1 to this Schedule 5"

4.4 Paragraph 2.1 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.1: "The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 in Annex 1 to this Schedule 5 on the Days and within the Peak and Off-Peak times so listed using any Specified Equipment included in paragraph 5.1(a) that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1 in Annex 1 to this Schedule 5 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code."

4.6 In Paragraph 2 of Schedule 5 (Additional Passenger Train Slots) Table 2.2 and its accompanying notes shall be deleted in their entirety and replaced with the text "For Additional Passenger Train Slots please refer to Table 2.2 in Annex 1 to this Schedule 5"

4.7 Paragraph 2.4 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.4: "The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 in Annex 1 to this Schedule 5 and on the Days so listed."

4.8 Paragraph 2.5(a) of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.5(a): "a Contingent right to call at any station listed in Table 4.1 in Annex 1 to this Schedule 5;"

4.9 Paragraph 2.8(a) of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.8(a): "the relief Passenger Train Slot being

additional to a Service for which the Train Operator has access rights in Table 2.1 or 2.2 in Annex 1 to this Schedule 5; and

4.10 Paragraph 2.11 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.11 “With the exception of 25 / 26 December and 1 January, the train operator has full access rights in accordance with Table 2.1 in Annex 1 to this Schedule 5 on any given Public Holiday.”

4.11 Paragraph 2.12 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.12: “The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1 in Annex 1 to this Schedule 5.”

4.12 In Part 4 of Schedule 5 (Calling Patterns) Table 4.1 and its accompanying notes shall be deleted in their entirety and replaced with the text “For Calling Patterns please refer to Table 4.1 in Annex 1 to this Schedule 5”

4.13 Paragraph 4.1 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 4.1: “In respect of each Service specified in column 1 of Table 4.1 in Annex 1 to this Schedule 5, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the "Regular Calling Pattern") or any subset of the Calling Pattern (the "Reduced Regular Calling Pattern")”

4.14 Paragraph 4.2 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 4.2: “The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 in Annex 1 to this Schedule 5 being stations which do not form part of the Regular Calling Pattern.”

4.15 The separate tables labelled “Annex 1 to Schedule 5” shall be appended to the track access contract

5. 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.

6. LAW

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

7. 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.

8. COUNTERPARTS

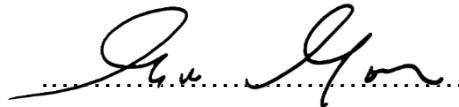
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and Appendix A are executed as follows:-

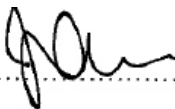
SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Ross Moran at Glasgow on 25 August 2026 in the presence of:

Witness: 

Full Name: Nicholas Prag



Address: 151 St Vincent Street
Glasgow, G2 5NW

Witness: 

Full Name: John Kerr



Address: ...Atrium Court, 50 Waterloo Street, Glasgow

