

48th SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

XC TRAINS LIMITED

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

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THIS 48th SUPPLEMENTAL AGREEMENT is dated the XXXX 2026 and made
BETWEEN

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW ("**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 as amended by various Supplemental Agreements (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 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.

2 EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Principal Change Date 2027.

3 AMENDMENTS TO THE CONTRACT

Schedule 5, Table 2.1 Passenger Train Slots for Service Group EH01 shall be amended as per Tables 2.1 as set out in Appendix 1 to this Supplemental Agreement. Applicable rows within Table 2.3 Through Services and Table 4.1 Calling Patterns shall be amended as per Table 2.3 and Table 4.1 set out in Appendix 1 to 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

Paul Harwood, Freight and Customer Director

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by

Print name Kate Willis, Finance Director

Duly authorised for and on behalf of

XC TRAINS LIMITED

2 Passenger Train Slots

Table 2.1: Passenger Train Slots ^{48th}

For Passenger Train Slots please refer to Table 2.1 in Annex 1 to this Schedule 5

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. ^{48th}

2.2 Not used

Table 2.2: Additional Passenger Train Slots ^{48th}

For Additional Passenger Train Slots please refer to Table 2.2 in Annex 1 to this Schedule 5

Table 2.3: Through Services ^{48th}

For Through Services please refer to Table 2.3 in Annex 1 to this Schedule 5

2.3 In order to provide through Services:

- (a) the train operator has Firm Rights to have the Passenger Train Slots specified in column 1 of Table 2.3 Scheduled so as to combine at the station specified in column 2 of that Table with the Passenger Train Slots specified in column 3 of that Table on the number of occasions specified in column 4 of that Table and the Train Operator shall make its Access Proposals accordingly; and
- (b) Contingent Rights to combine Passenger Train Slots in one of the Train Operator's Service Groups at Birmingham New Street with Passenger Train Slots in another Service Group, and to vary the values in Column 4 of Table 2.3.

Additional Passenger Train Slots

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. ^{49th}

2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:

- (a) a Contingent right to call at any station listed in Table 4.1 in Annex 1 to this Schedule 5; ^{48th}
- (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
- (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.

Ancillary Movements

2.6 The Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator, including:

- (a) movements for the purpose of maintenance of rolling stock to and from maintenance depots;
- (b) movements for driver training purposes; and
- (c) empty stock movements.

2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:

- (a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the route in question; or
- (b) where the route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the route without passengers on board.

Relief Passenger Train Slots

2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

- (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^{49th}
- (b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.

2.9 The Train Operator shall not be entitled to operate Services on the Routes on 25 or 26 December.

2.10 The Train Operator's rights and obligations under this Schedule 5 in respect of Weekdays shall also apply in respect of Public Holidays.

2.11 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.^{48th}

3 Service Intervals - Not used

4 Calling Patterns

Table 4.1: Calling Patterns ^{48th}

For Calling Patterns please refer to Table 4.1 in Annex 1 to this Schedule 5

Calling Patterns

- 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**").^{48th}

Additional calls

- 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.^{48th}

5 Specified Equipment

Specified Equipment

- 5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

- (a) Firm Rights to operate the following railway vehicles:

2x Class 43 and up to 8 Mark 3 coaches
 Class 221s
 Class 220s
 Class 170s

and

- (b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

Train length

- 5.2 The Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposals and Rolled Over Access Proposals to operate to the maximum length.
- 5.3 Nothing in paragraph 5.2 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonably practicable, any risks introduced by the use of such longer trains.

- 6 Journey Time Protection - Not used**
- 7 Provisions applicable to Journey Time protection – Not used**
- 8 Other rights - Not used.**