

**44<sup>th</sup> SUPPLEMENTAL AGREEMENT**

**Between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**- and -**

**XC TRAINS LIMITED**

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**relating to amendments to the Track Access Contract  
(Passenger Services) dated 11 November 2007**

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**THIS 44th SUPPLEMENTAL AGREEMENT** is dated 2 March 2017 and made

**BETWEEN**

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**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 11 November 2007 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 later of:
  - a) 3 March 2017 and
  - b) 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 TERM**

The amendments made to the Contract as set out in 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**

- 3.1 The definition of the Expiry Date shall be deleted and replaced with the following:

"Expiry Date" means the Subsidiary Change Date 2018'.

#### **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 McMahon  
Print name PAUL MCMAHON

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

Signed by Benjamin Rive  
Print name BENJAMIN RIVE

Duly authorised for and on behalf of  
**XC TRAINS LIMITED**