

**SEVENTH SUPPLEMENTAL AGREEMENT**

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

and

**EAST MIDLANDS TRAINS LIMITED**

---

**relating to Additional Specified Equipment**

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THIS FOURTH SUPPLEMENTAL AGREEMENT is dated 15/8/08 2008 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("Network Rail"), a public company limited by shares registered in England under company number 02904587, having its registered office at 40 Melton Street, London NW1 2EE; and
- (2) **EAST MIDLANDS TRAINS LIMITED** (the "Train Operator"), a private company limited by shares registered in England and Wales under company number 05340682, having its registered office at Friars Bridge Court, 41-44 Blackfriars Road, London SE1 8NZ.

**Background:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 11<sup>th</sup> November 2007 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements pursuant to Section 22 of the Act (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.

**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; and
- 1.2 "**Effective Date**" means 00:01 16<sup>th</sup> August 2008.

**2 ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008

**3 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 Expiry Date or earlier termination of the Contract.

**4 AMENDMENT TO SCHEDULE 5**

- 4.1 Table 5.1 of Schedule 5, relating to Service Group EM03, shall be deleted and replaced as set out in the appendix to this Supplemental Agreement.

**5. 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 Effective Date 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 English law.

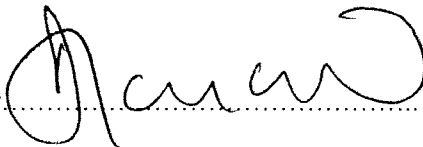
**7. THIRD PARTY RIGHTS**

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.

**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 but one and the same instrument.

**IN WITNESS** whereof Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED by 

Print name... DYAN CROWTHER

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

SIGNED by 

Print name... S.M. STELMACH  
duly authorised for and on behalf of  
**EAST MIDLANDS TRAINS LIMITED**

## APPENDIX

**TABLE 5.1: SPECIFIED EQUIPMENT**

<b>Service Group : EM03 Liverpool - Norwich</b>						
<b>Service description</b>						
22269000 : Liverpool – Manchester – Sheffield – Nottingham – Peterborough – Norwich						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Standard Specified Equipment<sup>25</sup></b>	<b>Additional Equipment<sup>25</sup></b>
Liverpool Lime Street	Norwich	Warrington Central, Manchester Piccadilly, Sheffield, Erewash Valley, Nottingham, Grantham, Peterborough and Ely	EM03	22269000	Class 158 DMU	Class 150 DMU, Class 153 DMU, Class 156 DMU, Class 170 DMU and Class 222 DEMU

Notes to Table:

<sup>25</sup> Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.