

Twentieth SG Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

NXEC TRAINS LIMITED

as Train Operator

relating to

the Track Access Contract (Passenger Services) dated
04 February 2005

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THIS TWENTIETH SG SUPPLEMENTAL AGREEMENT is dated
made

2008 and

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 40 Melton Street, London NW1 2EE (“Network Rail”); and
- (2) **NXEC TRAINS LIMITED**, (“Train Operator”), a company registered in England under number 5876737 having its registered office at 75 Davies Street, London, W1K 5HT

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 04 February 2005 in a form approved by the Office of Rail Regulation pursuant to section 18(7) of the Act as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (which track access contract is hereafter referred to as the “Contract”).
- (B) The parties propose to enter into this Supplemental Agreement in order to vary the Contract as described below.

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 the date on which ORR 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 as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 01:59 hours on 17 May 2009.

3. **AMENDMENTS TO SCHEDULE 5**

Schedule 5 of the Contract shall be amended as follows:

3.1 Part IIB: Service Group 1: Yorkshire Services

Part IIB: Service Group 1: Yorkshire Services shall be amended as follows:-

- (A) by the deletion of "Table SG1-APTS" in its entirety and the insertion of the following new table :

Additional Passenger Train Slots

Table SG1-APTS

1		2		
Service Description		Additional Passenger Train Slots		
From	To	Total Weekday	Saturday	Sunday
King's Cross	Leeds	6	1	2
Leeds	King's Cross	6	0	3

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. 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.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

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 whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NXEC TRAINS LIMITED