

Sixth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

LONDON & BIRMINGHAM RAILWAY LIMITED
as Train Operator

relating to changes to Schedules 1, 2 and 5

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THIS SIXTH SUPPLEMENTAL AGREEMENT is dated
BETWEEN:

2008 and made

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London, N1 9AG (“Network Rail”); and
- (2) **LONDON & BIRMINGHAM RAILWAY LIMITED**, a company registered in England under number 05814584 having its registered office at 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the “Train Operator”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9 November 2007 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 (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**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) “Effective Date” means the date of the signature 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 on the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO SCHEDULE 1 OF THE CONTRACT**

Delete the first address, telephone and fax number for the service of notices at paragraph 1 and replace it with:

“Network Rail Infrastructure Limited
Kings Place
90 York Way
London
N1 9AG”

Tel: 020 3356 9595
Fax: 020 3356 9300

4. **AMENDMENTS TO SCHEDULE 2 OF THE CONTRACT**

Schedule 2 shall be amended by inserting a new entry to the list of routes in Part III as follows:

“Euston and Wembley Central to Willesden Light Maintenance Depot. “

5. **AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT**

In Service Group EJ03 West Midlands New Street Locals, Table 2.1 delete the entry in the Saturday section of Column 2 for service 3.52 marked “0” and replace it with “1”

delete the entry in the Saturday section of Column 2 for service 3.58 marked “1” and replace it with “3”

and insert new entries as follows:

Birmingham New Street	Bromsgrove	Direct	3.62	22332000	0	1	0
Bromsgrove	Birmingham New Street	Direct	3.63	22332000	0	1	0

In Service Group EJ03 West Midlands New Street Locals, Table 4.1, insert the following:

Birmingham New Street	Bromsgrove	Direct	3.62, 3.63	22332000	N/A		N/A
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In Service Group EJ03 West Midlands New Street Locals, Table 5.1:

delete the entry in the Column headed Description marked “3.50 to 3.61 inclusive” and replace it with “3.50 to 3.63 inclusive”.

6. **GENERAL**

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 during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to “the contract” or, as the case may be, the “Agreement”, “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.

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. **LAW**

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

9. **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.....

Print name.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of

LONDON & BIRMINGHAM RAILWAY LIMITED