

1st SUPPLEMENTAL AGREEMENT

DATED

31st March 2014

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

RAIL EXPRESS SYSTEMS LIMITED

**relating to the implementation of the
2013 periodic review (PR13)**

THIS 1st SUPPLEMENTAL AGREEMENT is dated the 31st day of March 2014
and made

BETWEEN

- (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) Rail Express Systems Limited, a company registered in England under number 2938991 having its registered office at Lakeside Business Park, Carolina Way, Doncaster DN4 5PN (the “**Train Operator**”).

WHEREAS

- (A) The parties entered into a track access agreement dated 30th August 2009 (the “**Agreement**”).
- (B) The parties now propose to enter into this Supplemental Agreement in order to comply with and give effect to the directions set out in the review implementation notice given by the Office of Rail Regulation on 18 March 2014 in connection with the implementation of the charter periodic review.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

In this Supplemental Agreement, unless the context otherwise requires:

- (a) “**charter periodic review**” means the access charges review known as the 2013 periodic review, implementation of which was initiated by the Office of Rail Regulation publishing and serving the charter track access review notice;

- (b) “**charter track access review notice**” means the document entitled “Review Notice: Charter Track Access Agreements” given by the Office of Rail Regulation on 20 December 2013 in relation to the proposed relevant changes to be made to, among other things, the Agreement;
- (c) “**regulated amendments**” has the meaning ascribed to it in paragraph 3.2;
- (d) “**relevant changes**” means the amendments specified, to the extent applicable to the Agreement, in Annex 2 of the charter track access review notice;
- (e) “**relevant date and time**” means 1 April 2014 at 02:00 hours; and
- (f) words and phrases defined in, and rules of interpretation set out in, the Agreement shall have the same meaning and effect when used in this Supplemental Agreement.

2 EFFECTIVE DATE

Notwithstanding the date on which the parties signed this Supplemental Agreement, it shall take effect on and from the relevant date and time.

3 AMENDMENTS TO THE AGREEMENT

3.1 Standard amendments

Subject to paragraph 3.2, the relevant changes shall be made to the Agreement.

3.2 Regulated amendments

- 3.2.1 If, before the relevant changes come into operation in accordance with this paragraph 3, the Agreement is amended in a manner which is:

(a) approved by the Office of Rail Regulation under section 22 of the Act;
or

(b) directed by the Office of Rail Regulation under section 22A or 22C of the Act,

(each a “**regulated amendment**”), then:

- (i) the relevant changes shall come into operation in relation to the Agreement subject to the regulated amendments; and
- (ii) if there is any conflict between a relevant change and a regulated amendment, the regulated amendment shall take precedence.

3.3 Continuing Agreement

Except as provided in this paragraph 3, the Agreement, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms.

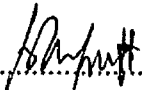
4 GOVERNING LAW

This Supplemental Agreement shall be governed by and construed in accordance with the laws of England and Wales.

5 COUNTERPARTS

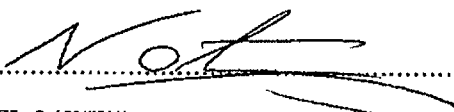
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

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 *John Watt*

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by 

Print name **NIGEL OATWAY**
TRUCK ACCESS & CONTRACTS MANAGER

Duly authorised for and on behalf of
RAIL EXPRESS SYSTEMS LIMITED