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# THIRD SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**TRENITALIA c2c LIMITED (trading as c2c)**  
as Train Operator

Relating to the Track Access Contract dated 3 March 2017

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**THIS THIRD SUPPLEMENTAL AGREEMENT** is dated 19th October 2017 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered office 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **TRENITALIA c2c LIMITED (trading as c2c)** a company registered in England under number 07897267 having its registered office at 2<sup>nd</sup> Floor, Cutlers Court, 115 Houndsditch, London EC3A 7BR (the "Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 3 March 2017 in a form approved by the Office of Rail and Road (ORR) under Section 18(7) of the Railways Act 1993 as amended by the First and Second Supplemental Agreement.
- (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:

- (A) 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;
- (B) Effective Date means 0200 on the Principal Change Date 2017

2. **EFFECTIVE DATE AND TERM**

- 2.1 The amendments made to the Contract as set out in paragraph 3 of this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the contract.

3. **AMENDMENTS TO SCHEDULE 5**

- 3.1 In Schedule 5 Table 2.1 of the Contract, footnote 1 shall be deleted and replaced with: "The Rights of the Train Operator to operate the Services between London Liverpool Street and Shoeburyness shall expire at 01:59hrs on the Subsidiary Change Date 2019."

**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 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 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, entered into this Supplemental Agreement on the date first above written.

SIGNED by

duly authorised for and on behalf of  
NETWORK RAIL  
INFRASTRUCTURE LIMITED

) Meliha Duzmaz  
) Managing Director Anglia  
) MOURNEY

SIGNED by

duly authorised for and on behalf of  
TRENITALIA c2c LIMITED (trading as c2c)

) Julian Drury  
) JULIAN DRURY  
) MANAGING DIRECTOR