

**NINETY FOURTH  
SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**The Chiltern Railway Company Limited**

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**relating to amendments to the Track Access Contract  
(Passenger Services) dated 05 February 2004**

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**THIS NINETY FOURTH SUPPLEMENTAL AGREEMENT is dated 13 January 2012 and made between:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at Kings Place, 90 York Way, London N1 9AG ("**Network Rail**"); and
- (2) **THE CHILTERN RAILWAY COMPANY LIMITED** a company registered in England and Wales under company number 3007939 having its registered office at Great Central House, Melcombe Place, Marylebone Station, London NW1 6JJ (the "**Train Operator**").

**Background:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 05 February 2004 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) The parties wish to amend Schedule 5 of the Contract in the manner and on the terms described below, being an amendment to the Contract of the kind specified in paragraph 7 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

(a) In this Supplemental Agreement 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

(b) "Effective Date" means 00:01 on 16 January 2012.

**2. 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.

**3. ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

#### **4. AMENDMENTS TO THE CONTRACT**

4.1 Schedule 5 of the Contract shall be amended as follows:

- (i) Table 5.1, Specified Equipment shall be deleted in its entirety and replaced with the new Table 5.1 as set out in Appendix 1 of this Supplemental

#### **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 date hereof 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 the law of England and Wales.


#### **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**

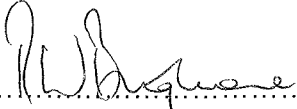
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS** of which 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 JO KITE .....

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

SIGNED BY  .....

Print name ROB BRIGHOUSE .....

Duly authorised for and on behalf  
**THE CHILTERN RAILWAY COMPANY LIMITED**

## Appendix 1

**Table 5.1: Specified Equipment<sup>89th</sup>**

<b>1</b>					<b>2</b>	<b>3</b>	
<b>Service Group HO01</b>							
<b>Service description</b>							
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Standard Equipment<sup>1</sup></b>	<b>Specified</b>	<b>Additional Specified Equipment<sup>1</sup></b>
Aylesbury Vale Parkway	London Marylebone	Amersham	1.1, 1.2, 1.3, 1.4, 1.5, 1.6, & 1.7	25210004	165		168 172 <sup>2</sup>

<sup>1</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.

<sup>2</sup> Class 172 DMUs may not be used until the Vehicle Change process stipulated under Part F of the Network Code has been completed and the Train Operator is entitled to implement the Vehicle Change.

1					2	3
Service Group HO02						
Service description						
Between	And	Via	Description	TSC	Standard Specified Equipment <sup>1</sup>	Additional Specified Equipment <sup>1</sup>
Kidderminster / Birmingham Snow Hill / Moor Street	London Marylebone	High Wycombe	2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.18, 2.19, 2.24, 2.25, 2.26, 2.29 & 2.30	25530004	168	165, 1 x Class 67 plus up to 6 Mark 3s coaches plus 1 x Mark 3 DVT 172 <sup>4</sup>
Banbury	London Marylebone	High Wycombe	2.1 & 2.2	25530004	165	168, 1 x Class 67 plus up to 7 Mark 3s coaches plus 1 x Mark 3 DVT 172 <sup>4</sup>
Bicester North	London Marylebone	High Wycombe	2.3 & 2.4	25530004	165	168, 1 x Class 67 plus up to 6 Mark 3s coaches plus 1 x Mark 3 DVT 172 <sup>4</sup>
Stratford-Upon-Avon	London Marylebone	High Wycombe	2.11, 2.13, 2.14, 2.16 & 2.17	25530004	168 <sup>2</sup> 165 <sup>3</sup>	165 <sup>2</sup> , 168 <sup>3</sup> , 172 <sup>4</sup> 1 x Class 67 plus up to 6 Mark 3s coaches plus 1 x Mark 3 DVT
Stratford-Upon-Avon	Oxford	Direct	2.15, 2.20, 2.21	25530004	165	172 <sup>4</sup>

<sup>1</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.

<sup>2</sup> For Services Scheduled to operate on a Weekday.

<sup>3</sup> For Services Scheduled to operate on Saturday and Sunday

<sup>4</sup> Class 172 DMUs may not be used until the Vehicle Change process stipulated under Part F of the Network Code has been completed and the Train Operator is entitled to implement the Vehicle Change.

1					2	3
<b>Service Group HO03</b>						
<b>Service description</b>						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Standard Specified Equipment<sup>1</sup></b>	<b>Additional Specified Equipment<sup>1</sup></b>
Aylesbury	London Marylebone	High Wycombe	3.1 & 3.2	25211004	165	168, 1 x Class 67 plus up to 6 Mark 3s coaches plus 1 x Mark 3 DVT 172 <sup>2</sup>
High Wycombe	London Marylebone	Direct	3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15	25211004	165	168, 1 x Class 67 plus up to 6 Mark 3s coaches plus 1 x Mark 3 DVT 172 <sup>2</sup>
Princes Risborough	Aylesbury	Direct	3.3 & 3.4	25211004	121	165 168 172 <sup>2</sup>

<sup>1</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.

<sup>2</sup> Class 172 DMUs may not be used until the Vehicle Change process stipulated under Part F of the Network Code has been completed and the Train Operator is entitled to implement the Vehicle Change.

83rd <sup>1</sup>					2	3
Service Group HO04						
Service description						
Between	And	Via	Description	TSC	Standard Specified Equipment <sup>1</sup>	Additional Specified Equipment <sup>1</sup>
Oxford	Bicester Town		4.1	25535005	165	168

Notes to Table:

<sup>1</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 obtain