

Dated

13 – 1- 2012

NETWORK RAIL INFRASTRUCTURE LIMITED
THE CHILTERN RAILWAY COMPANY LIMITED

NINETY SECOND
SUPPLEMENTAL AGREEMENT

ADDLESHAW GODDARD

Contents

Clause		Page
1	Definitions and Interpretation Relating to this Agreement	1
2	Amendments to the Contract	1
3	Effects of the Agreement on the Contract.....	2
4	Third Party Rights	2
5	Governing Law and Jurisdiction	2
6	Counterparts	2

Between

- (1) **Network Rail Infrastructure Limited** (No. 2904587) whose registered office is at Kings Place, 90 York Way, London N1 9AG (**Network Rail**); and
- (2) **The Chiltern Railway Company Limited** (No. 3007939) whose registered office is at Great Central House, Marylebone Station, Melcombe Place, London NW1 6JJ (**Train Operator**).

Whereas

- (A) The parties entered into a track access contract for passenger services dated 5 February 2004 in a form approved by the Office of Rail Regulation pursuant to Section 18 of the Railways Act 1993, as amended by various supplemental agreements pursuant to Section 22 of the Railways Act 1993 (the **Contract**).
- (B) The parties now propose to enter into this Agreement in order to amend the Contract.

It is agreed

1 Definitions and Interpretation Relating to this Agreement

1.1 Definitions

Contract has the meaning given to it in Recital (A)

1.2 Interpretation

In this Agreement, unless the context otherwise requires, 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 Agreement.

2 Amendments to the Contract

With effect from the date upon which the Office of Rail Regulation issues its approval, pursuant to Section 22 of the Act, the following definitions shall be substituted in clause 1.1 of the Contract:

EG3 Phase 1 Condition Subsequent means:

- (a) Actual Proving in relation to EG3 Phase 1 is completed and passed to the satisfaction of Network Rail within the EG3 Phase 1 Proving Period;
- (b) the EG3 Phase 1 Assets have been Taken Into Use; and
- (c) the EG3 Phase 1 Works have been Accepted.

EG3 Phase 1 Condition Subsequent Longstop Date means:

- (a) in the case of EG3 Phase 1 Condition Subsequent (a), the date falling six (6) months after the last day of the EG3 Phase 1 Proving Period; and
- (b) in the case of EG3 Phase 1 Condition Subsequent (b) and (c), 31 March 2012.

EG3 Phase 1 Effective Date means 4 September 2011.

EG3 Phase 1 Proving Period means the thirteen (13) Periods starting on the first day of the first Period following 4 September 2011, as extended and agreed from time to time by the parties following approval by the ORR.

3 Effects of the Agreement on the Contract

3.1 The Contract, as amended by this Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this 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 Agreement.

4 Third Party Rights

4.1 Save as provided in Clause 4.2, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

4.2 The ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

5 Governing Law and Jurisdiction

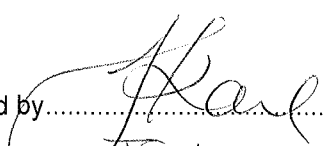
5.1 This Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

5.2 Any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the procedure set out in Clause 13 of the Contract.

6 Counterparts

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

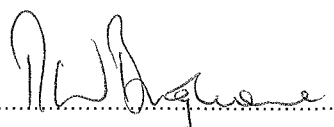
This Agreement has been duly executed by the parties on the date stated at the beginning of this Agreement.

Signed by 

Print name JO KAYE

Duly authorised for and on behalf of

Network Rail Infrastructure Limited

Signed by 

Print name ROB BRIGHOUSE

Duly authorised for and on behalf of

The Chiltern Railway Company Limited