

THE SCOTTISH MINISTERS

and

ABELLIO SCOTRAIL LIMITED

SCOTRAIL FRANCHISE

SUPPLEMENTAL AGREEMENT TO REMEDIAL AGREEMENT

AGREEMENT

between

- (1) **THE SCOTTISH MINISTERS**, Victoria Quay, Edinburgh, EH6 6QQ, acting through Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF or such other agency, department or other organisational unit of the Scottish Government as they may from time to time nominate (who and whose successors are referred to as the “**Authority**”); and
- (2) **ABELLIO SCOTRAIL LIMITED**, incorporated and registered in Scotland under company number SC450732 and whose registered office is at 5th Floor, Culzean Building, 36 Renfield Street, Glasgow, G2 1LU (the “**Franchisee**”).

WHEREAS

- (A) The Authority appointed the Franchisee to provide railway passenger services within the ScotRail Franchise pursuant to a franchise agreement between the parties dated 7 and 18 October 2014 (the “**Franchise Agreement**”).
- (B) Pursuant to the Franchise Agreement, the Authority and the Franchisee have entered into a Remedial Agreement dated 20 March 2019 (the “**Remedial Agreement**”).
- (C) The Authority and the Franchisee wish to amend the Remedial Agreement and have agreed to enter into this Supplemental Agreement in order to do so.

1 Interpretation and definitions

- 1.1 This Agreement shall be interpreted in accordance with the Definitions Agreement as defined in the Franchise Agreement and the Remedial Agreement, save as the context otherwise requires.
- 1.2 The Schedule annexed and identified as relative to this Agreement forms part of this Agreement.
- 1.3 This Agreement forms part of a Remedial Agreement pursuant to paragraph 4 of Schedule 10.1 to the Franchise Agreement and is made with reference to and is supplemental to the Franchise Agreement.

2 Amendments

- 2.1 The amendments to the Remedial Agreement set out in the Schedule annexed and identified as relative to this Supplemental Agreement shall take effect from 20 March 2019

3 Entire Agreement

- 3.1 This Agreement, the Remedial Agreement and the Franchise Agreement contains the entire agreement between the parties in relation to the Remedial Plan Notice.

4 Remedial Agreement

- 4.1 Except as expressly provided for in this Agreement, the Remedial Agreement will remain unchanged and in full force and effect.

5 Governing Law

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties irrevocably agree to prorogate the exclusive jurisdiction of the Court of Session to settle any disputes which may arise out of or in connection with this Agreement, except as expressly set out in this Agreement. The jurisdiction of the Sheriff Courts in Scotland is expressly excluded by the parties.

IN WITNESS whereof the parties hereto have executed this Agreement consisting of this and the preceding page and including the Schedule on this and the following page as follows:-

SIGNED for and on behalf of THE SCOTTISH MINISTERS

At Glasgow

On the 11th day of June 2019

By ... [REDACTED]

[REDACTED]Name (printed)

Before this witness:-

[REDACTED] Witness

[REDACTED] .. Full Name

[REDACTED] .. Address

[REDACTED]

Signed for and on behalf of ABELLIO SCOTRAIL LIMITED

At Glasgow

On the 18th day of June 2019

By

████████████████████ Authorised Signatory

████████████████████. Name (Printed)

Before this witness:-

████████████████████.. Witness

████████████████████.. Full Name

████████████████████.. Address

████████████████████..

This is Schedule 1 referred to in the foregoing Agreement between Scottish Ministers and Abellio ScotRail Limited

SCHEDULE 1 – AMENDMENTS

The following amendments shall apply to the Remedial Agreement:

1. Commitment number 18 in Schedule 1 of the Remedial Agreement shall be deleted and replaced with the following:

Commitments principally relating to PPM

	Commitments	Remedial Plan reference(s)	Completion / Timescale
18	<p>Upgraded Customer Information Screens at the following 19 stations, which includes 96 screens. This will ensure that all ScotRail stations with CIS screens have the required functionality to display future system enhancements.</p> <p>ALEXANDRIA BURNSIDE CAMBUSLANG CLYDEBANK COATBRIDGE SSIDE CROSSHILL CUPAR DALMUIR DRUMCHAPEL EASTERHOUSE GARROWHILL GREENOCK CENTRAL LADYBANK MUIREND NEWTON QUEENS PARK SHETTLESTON WHITECRAIGS WILLIAMWOOD</p>	5.2	Upgraded screens installed by 31 March 2020.