

DSA/234/07/17/01

**DEED OF
HITACHI RAIL EUROPE LIMITED
SUPPLEMENTARY DEPOT ACCESS CONDITIONS
for
EDINBURGH CRAIGENTINNY
made by
HITACHI RAIL EUROPE LIMITED**

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**DEED OF
HITACHI RAIL EUROPE LIMITED
SUPPLEMENTARY DEPOT ACCESS
CONDITIONS**

for

**EDINBURGH CRAIGENTINNY
LIGHT MAINTENANCE DEPOT**

made by

Hitachi Rail Europe Limited whose registered
office is at 40 Holborn Viaduct,
London EC1N 2PB and whose company
number is 05598549
("the Underlessee")

pursuant to

THE RAILWAYS ACT 1993

W H E R E A S:-

- (A) The Underlessee is the facility owner of the Depot for the purposes of the Railways Act 1993;
- (B) The Underlessee has made the Edinburgh Craigentenny Depot Access Conditions by way of a deed dated on or around the date hereof which apply to the Depot;
- (C) The Underlessee now wishes to make the Hitachi Rail Europe Limited Supplementary Depot Access Conditions applying to the Depot.

NOW THEREFORE the Underlessee hereby provides, sets forth and declares that without prejudice to the addition of further conditions and others as may be set forth in writing with the approval of the Regulator from time to time, this deed and the Annex of 8 Parts annexed and executed as relative hereto comprise the Hitachi Rail Europe Limited Supplementary Depot Access Conditions applying to Edinburgh Craigentenny light maintenance depot.

1. Interpretation and Definitions

1.1 General Interpretation

The interpretation provisions contained in the Edinburgh Craiginny Depot Access Conditions shall apply to these Hitachi Rail Europe Limited Supplementary Depot Access Conditions, save that, in the Parts of the Annex hereto, references to paragraphs shall mean references to paragraphs of that Part of the Annex unless otherwise specified.

1.2 Definitions

1.2.1 "Edinburgh Craiginny Depot Access Conditions" means the Edinburgh Craiginny Depot Access Conditions contained in the Schedule annexed and executed as relative to the Deed of Edinburgh Craiginny Depot Access Conditions made by Hitachi Rail Europe dated [♦] and registered or to be registered in the Books of Council and Session (as modified from time to time with the approval of the Regulator).

1.2.2 Words and expressions defined in, or defined by reference in the Edinburgh Craiginny Depot Access Conditions shall have the same meanings herein.

2. Incorporation of Edinburgh Craiginny Depot Access Conditions

These Hitachi Rail Europe Limited Supplementary Depot Access Conditions for Edinburgh Craiginny Depot incorporate the Edinburgh Craiginny Depot Access Conditions, and for the purposes of the Edinburgh Craiginny Depot Access Conditions, the Annex of eight

parts annexed and executed as relative hereto is the Annex for Edinburgh Craigentenny Depot:
IN WITNESS WHEREOF these presents consisting of this and the preceding [two] pages
together with the Annex of eight parts annexed hereto are subscribed for and on behalf of the
Underlessee at [◆] on the [◆] by the person hereunder subscribing
in the presence of the witness subscribing opposite and whose details are set out below:-

.....
Underlessee Director/
Secretary/Authorised Signatory

.....
Witness (signature)

.....
(Witness full name)

.....
(Signatory full name)

.....
(Witness full address)

.....

.....

.....

THE ANNEX

This is the Annex referred to in the foregoing Deed of Supplementary Depot Access Conditions for Edinburgh Craightinny light maintenance depot made by Hitachi Rail Europe Limited.

ANNEX PART 1

GENERAL INFORMATION

1. Depot

Depot name: Edinburgh Craightinny

Address/location: 167 Mountcastle Drive, Edinburgh, Lothian, EH8 7TE

The Depot is shown edged in blue on the Plan and includes the boundary walls, fences and gates belonging to the Depot (whether or not identified by lettering on the Plan).

The following features (where marked "YES") are included in, or excluded from, the Depot and in each case are denoted on the Plan by the colour marking or lettering indicated below:

Colour	Included on Plan	Treatment
Yellow	NO	Represents subway outside blue edging but included in the Depot.
Green	NO	Represents bridge, raft or Depot roof outside blue edging but included in the Depot.
Red hatch	NO	Represents bridge, raft, viaduct, arch or other overlying structure which (with everything above it) is within blue edging but excluded from the Depot.
Green hatch	YES	Represents bridge, viaduct, arch, tunnel or other underlying structure which (with everything within or beneath it) is within blue edging but excluded from the Depot.
Purple	NO	Represents the route of an emergency access from the Depot referred to in Part J.
Black cross hatch	NO	Represents car parking spaces referred to in Part K

Colour	Included on Plan	Treatment
Brown colour and/or brown colour hatched brown	NO	Represents a right of way referred to in Part J.
Uncoloured brown hatch and/or cross hatch	NO	Represents a right of way referred to in Part K.
Lettering	NO	Represents boundary walls fences and gates belonging to the Depot between the lettered points.

2. Default Interest Rate

An interest rate of 2 per cent. per annum above the base lending rate published from time to time by The Royal Bank of Scotland plc (or such other financial institution as the parties may agree) during any relevant period.

3. Location of Depot Register

At the Depot.

4. Connection Agreement

Agreement dated on or about [♦] between Network Rail, the Headlessee and the Underlessee providing for the establishment and maintenance of a connection of the network forming part of the Depot and the Network.

APPENDIX 1 TO ANNEX PART 1

The Plan

See plan ref B0872800-AA-Craigentenny-501 Rev P01.

APPENDIX 2 TO ANNEX PART 1

The Statement of Condition

See attached.

DEPOT LOCATION:- CRAIGENTINNY: WHEEL LATHE SHED BUILDING 1**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade	6		21. Security & Fire Alarm Systems		X
2. Roofs/Roof Drainage/Chimneys	6/6/X		22. Lighting Internal	6	
3. External Cladding	6		23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks		X
5. Substructure	3		25. Controlled Emission Toilet Equipment		X
6. External Decoration	6		26. Train Pre-heat Equipment		X
7. Internal Walls	6		27. Fuel Storage & Supply Equipment		X
8. Windows/Doors/Internal Joinery	6/6/6		28. Oil Interceptors & Pumping Equipment	6	
9. Internal Decoration	3		29. Air Compressors & Piping Systems	6	
10. Staircases		X	30. Wheel Lathes	6	
11. Floors - Industrial/Pits	6		31. Cranes & Gantries	6	
12. Floors - Accommodation	6		32. Traction Supply Equipment		X
13. Ceilings	6		33. Depot Protection Equipment		X
14. Drainage	6		34. Boundary Fences & Walls	3	
15. Hot/Cold Water Services & Sanitary Installations	6		35. External Walkways	3	
16. Heating Circuits/Boilers	6/3		36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning & Ventilation Plant	6		38. Retained Walls	6	
19. Main Switchgear/HV Supplies	3/6		39. External & Tower Lighting	3	
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works	6	

DEPOT LOCATION:- CRAIGENTINNY: WHEEL LATHE SHED BUILDING 1

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping	3	
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others		X
Note:- Condition Ratings		
1-4 - Poor -	Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition.	
5-7 - Fair -	Serviceable but with some deterioration or weathering from the installed condition.	
8-10 - Good -	Generally sound condition as originally installed.	
X -	Item not present.	

DEPOT LOCATION:- CRAIGENTINNY: AMENITY BUILDING AND STORES BUILDING 2**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade	6		21. Security & Fire Alarm Systems	6	
2. Roofs/Roof Drainage/Chimneys	3/6/X		22. Lighting Internal	6	
3. External Cladding		X	23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks		X
5. Substructure		X	25. Controlled Emission Toilet Equipment		X
6. External Decoration	3		26. Train Pre-heat Equipment		X
7. Internal Walls LB/NLB	3/3		27. Fuel Storage & Supply Equipment		X
8. Windows, Doors & Internal Joinery	3/6/3		28. Oil Interceptors & Pumping Equipment		X
9. Internal Decoration	3		29. Air Compressors & Piping Systems		X
10. Staircases	6		30. Wheel Lathes		X
11. Floors - Industrial	6		31. Cranes & Gantries		X
12. Floors - Accommodation	3		32. Traction Supply Equipment		X
13. Ceilings	3		33. Depot Protection Equipment		X
14. Drainage	6		34. Boundary Fences & Walls		X
15. Hot/Cold Water Services/Sanitary Installations	6/6		35. External Walkways		X
16. Heating Circuits & Boilers	6		36. Permanent Way		X
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning & Ventilation Plant	X		38. Retained Walls		X
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting		X
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: AMENITY BUILDING AND STORES BUILDING 2

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others FLUE FOR DOMESTIC BOILERS	6	
Note:- Condition Ratings 1-4 - Poor - Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition. 5-7 - Fair - Serviceable but with some deterioration or weathering from the installed condition. 8-10 - Good - Generally sound condition as originally installed. X - Item not present.		

Item	Condition Rating 1-10 X		Item	Condition Rating 1-10 X	
1. External Façade	6		21. Security & Fire Alarm Systems		X
2. Roofs/Roof Drainage/Chimneys	6/6/X		22. Lighting Internal	6	
3. External Cladding	6		23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks		X
5. Substructure	6		25. Controlled Emission Toilet Equipment		X
6. External Decoration	6		26. Train Pre-heat Equipment		X
7. Internal Walls	6		27. Fuel Storage & Supply Equipment		X
8. Windows/Doors/Internal Joinery	6/6/6		28. Pumping Equipment	9	
9. Internal Decoration	3		29. Air Compressors & Piping Systems		X
10. Staircases	6		30. Wheel Lathes		X
11. Floors - Industrial/Pits	6		31. Cranes & Gantries		X
12. Floors - Accommodation	6		32. Traction Supply Equipment		X
13. Ceilings	6		33. Depot Protection Equipment		X
14. Drainage	6		34. Boundary Fences & Walls		X
15. Hot/Cold Water Services & Sanitary Installations	6		35. External Walkways	3	
16. Heating Circuits & Boilers	6		36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling	6	
18. Air Conditioning & Ventilation Plant		X	38. Retained Walls		X
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting	6	
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: OTHER BUILDINGS AND WASH PLANT AREA BUILDING 3

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure	3	
Substructure & Apron	3	
Track	6	
Buildings & Equipment Enclosures	3	
Cladding	3	
Drainage	6	
Decoration	3	
Tanks & Collection Pits		X
Pumps & Pipework	6	
Electrical Supplies & Controls	6	
45. Others		X
Note:- Condition Ratings		
1-4 - Poor -	Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition.	
5-7 - Fair -	Serviceable but with some deterioration or weathering from the installed condition.	
8-10 - Good -	Generally sound condition as originally installed.	
X -	Item not present.	

DEPOT LOCATION:- CRAIGENTINNY: CARRIAGE CLEANING SHED BUILDING 4**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade	6		21. Security & Fire Alarm Systems		X
2. Roofs/Roof Drainage/Chimneys	6/6/X		22. Lighting Internal	6	
3. External Cladding		X	23. Vehicle Watering Points	6	
4. Superstructure	9		24. Vehicle Lifting Jacks		X
5. Substructure	6		25. Controlled Emission Toilet Equipment		X
6. External Decoration	9		26. Train Pre-heat Equipment	6	
7. Internal Walls LB/NLB	6/9		27. Fuel Storage & Supply Equipment		X
8. Windows/Doors/Internal Joinery	9/6/9		28. Oil Interceptors & Pumping Equipment		X
9. Internal Decoration	3		29. Air Compressors & Piping Systems		X
10. Staircases		X	30. Wheel Lathes		X
11. Floors - Industrial/Pits	6		31. Cranes & Gantries		X
12. Floors - Accommodation	6		32. Traction Supply Equipment	6	
13. Ceilings	6		33. Depot Protection Equipment	6	
14. Drainage	6		34. Boundary Fences & Walls		X
15. Hot/Cold Water Services/Sanitary Installations	3/X		35. External Walkways	3	
16. Heating Circuits & Boilers	3/6		36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning & Ventilation Plant		X	38. Retained Walls		X
19. Main Switchgear & HV Supplies	3		39. External & Tower Lighting		X
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: CARRIAGE CLEANING SHED BUILDING 4

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others		X
Note:- Condition Ratings		
1-4 - Poor - Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition.		
5-7 - Fair - Serviceable but with some deterioration or weathering from the installed condition.		
8-10 - Good - Generally sound condition as originally installed.		
X - Item not present.		

Item	Condition Rating 1-10 X		Item	Condition Rating 1-10 X	
1. External Façade	6		21. Security & Fire Alarm Systems	6	
2. Roofs/Roof Drainage/Chimneys	3/3/X		22. Lighting Internal	6	
3. External Cladding	6		23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks	6	
5. Substructure		X	25. Controlled Emission Toilet Equipment		X
6. External Decoration	6		26. Train Pre-heat Equipment		X
7. Internal Walls		X	27. Fuel Storage & Supply Equipment		X
8. Windows/Doors/Internal Joinery	6/3/X		28. Oil Interceptors & Pumping Equipment		X
9. Internal Decoration	3		29. Air Compressors & Piping Systems	6	
10. Staircases	6		30. Wheel Lathes		X
11. Floors - Industrial/Pits	6		31. Cranes & Gantries	3	
12. Floors - Accommodation		X	32. Traction Supply Equipment	6	
13. Ceilings		X	33. Depot Protection Equipment	6	
14. Drainage	6		34. Boundary Fences & Walls		X
15. Hot/Cold Water Services/Sanitary Installations	6/X		35. External Walkways		X
16. Heating Circuits & Boilers	6		36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning & Ventilation Plant	X/6		38. Retained Walls		X
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting		X
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: MAINTENANCE SHED BUILDING 5

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others		X
Note:- Condition Ratings		
1-4 - Poor - Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition.		
5-7 - Fair - Serviceable but with some deterioration or weathering from the installed condition.		
8-10 - Good - Generally sound condition as originally installed.		
X - Item not present.		

DEPOT LOCATION:- CRAIGENTINNY: INSPECTION AND REPAIR SHEDS BUILDING 6**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade	6		21. Security & Fire Alarm Systems	6	
2. Roofs/Roof Drainage/Chimneys	6/6/6		22. Lighting Internal	6	
3. External Cladding	6		23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks	6	
5. Substructure		X	25. Controlled Emission Toilet Equipment		X
6. External Decoration	6		26. Train Pre-heat Equipment	6	
7. Internal Walls	6		27. Fuel Storage & Supply Equipment		X
8. Windows/Doors/Internal Joinery	3/6/X		28. Oil Interceptors & Pumping Equipment	6	
9. Internal Decoration	3		29. Air Compressors & Piping Systems		X
10. Staircases	6		30. Wheel Lathes		X
11. Floors - Industrial/Pits	3		31. Cranes & Gantries	6	
12. Floors - Accommodation	6		32. Traction Supply Equipment		X
13. Ceilings		X	33. Depot Protection Equipment	6	
14. Drainage	6		34. Boundary Fences & Walls		X
15. Cold Water Services/Sanitary Installations	6/X		35. External Walkways		X
16. Heating Circuits & Boilers	6		36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning/Ventilation Plant	X/9		38. Retained Walls		X
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting		X
20. Electrical Circuits & Devices	3		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: INSPECTION AND REPAIR SHEDS BUILDING 6

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others		X
Note:- Condition Ratings		
1-4 - Poor -	Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition.	
5-7 - Fair -	Serviceable but with some deterioration or weathering from the installed condition.	
8-10 - Good -	Generally sound condition as originally installed.	
X -	Item not present.	

DEPOT LOCATION:- CRAIGENTINNY: OTHER BUILDINGS AND FACILITIES**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade	6		21. Security & Fire Alarm Systems		X
2. Roofs/Roof Drainage/Chimneys	3/6/6		22. Lighting Internal	6	
3. External Cladding		X	23. Vehicle Watering Points		X
4. Superstructure	6		24. Vehicle Lifting Jacks		X
5. Substructure		X	25. Controlled Emission Toilet Equipment		X
6. External Decoration		X	26. Train Pre-heat Equipment		X
7. Internal Walls	6		27. Fuel Storage & Supply Equipment	6	
8. Windows, Doors & Internal Joinery	6/6/6		28. Oil Interceptors & Pumping Equipment	6	
9. Internal Decoration	3		29. Air Compressors & Piping Systems	6	
10. Staircases		X	30. Wheel Lathes		X
11. Floors - Industrial/Pits	6		31. Cranes & Gantries		X
12. Floors - Accommodation	6		32. Traction Supply Equipment		X
13. Ceilings	6		33. Depot Protection Equipment		X
14. Drainage	6		34. Boundary Fences & Walls		X
15. Hot/Cold Water Services & Sanitary Installations	6/6		35. External Walkways		X
16. Heating Circuits & Boilers	3		36. Permanent Way		X
17. Gas Services & Appliances		X	37. Depot Signalling		X
18. Air Conditioning & Ventilation Plant	X		38. Retained Walls		X
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting		X
20. Electrical Circuits & Devices	3		40. Car Parks, Roads and External Works		X

DEPOT LOCATION:- CRAIGENTINNY: OTHER BUILDINGS AND FACILITIES

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping		X
42. Shelters & Cycle Racks		X
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others SHUNTERS BOTHY	3	
Note:- Condition Ratings 1-4 - Poor - Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition. 5-7 - Fair - Serviceable but with some deterioration or weathering from the installed condition. 8-10 - Good - Generally sound condition as originally installed. X - Item not present.		

DEPOT LOCATION:- CRAIGENTINNY: EXTERNAL**Page 1 of 2**

Item	Condition Rating		Item	Condition Rating	
	1-10	X		1-10	X
1. External Façade		X	21. Security & Fire Alarm Systems		X
2. Roofs, Roof Drainage & Chimneys		X	22. Lighting Internal		X
3. External Cladding		X	23. Vehicle Watering Points	6	
4. Superstructure		X	24. Vehicle Lifting Jacks		X
5. Substructure		X	25. Controlled Emission Toilet Equipment	6	
6. External Decoration		X	26. Train Pre-heat Equipment		X
7. Internal Walls		X	27. Fuel Storage & Supply Equipment		X
8. Windows, Doors & Internal Joinery		X	28. Oil Interceptors & Pumping Equipment		X
9. Internal Decoration		X	29. Air Compressors & Piping Systems		X
10. Staircases		X	30. Wheel Lathes		X
11. Floors - Industrial/Pits		X	31. Cranes & Gantries	9	
12. Floors - Accommodation		X	32. Traction Supply Equipment	6	
13. Ceilings		X	33. Depot Protection Equipment	6	
14. Drainage	6		34. Boundary Fences & Walls	6	
15. Hot/Cold Water Services & Sanitary Installations		X	35. External Walkways	3	
16. Heating Circuits & Boilers		X	36. Permanent Way	6	
17. Gas Services & Appliances		X	37. Depot Signalling	6	
18. Air Conditioning & Ventilation Plant		X	38. Retained Walls	6	
19. Main Switchgear & HV Supplies	6		39. External & Tower Lighting	9	
20. Electrical Circuits & Devices	6		40. Car Parks, Roads and External Works	3	

DEPOT LOCATION:- CRAIGENTINNY: EXTERNAL

Page 2 of 2

Item	Condition Rating	
	1-10	X
41. Landscaping	3	
42. Shelters & Cycle Racks	6	
43. Carriage Washing Machines - Structure		X
Substructure & Apron		X
Track		X
Buildings & Equipment Enclosures		X
Cladding		X
Drainage		X
Decoration		X
Tanks & Collection Pits		X
Pumps & Pipework		X
Electrical Supplies & Controls		X
45. Others PLATFORM SURFACES	3	
Note:- Condition Ratings 1-4 - Poor - Range from barely serviceable to serviceable but with considerable deterioration or weathering from the installed condition. 5-7 - Fair - Serviceable but with some deterioration or weathering from the installed condition. 8-10 - Good - Generally sound condition as originally installed. X - Item not present.		

APPENDIX 3 TO ANNEX PART 1

Equipment Inventory - Allocation of Responsibility

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
A.	Track and Associated Infrastructure				
1.	Permanent way (including conductor rails and substructure but excluding Connection Track)	YES	N/Q	Underlessee	Network Rail
2.	Connection Track	YES	N/Q	Network Rail	Network Rail
3.	Traction supply equipment (including all OHLE (structures catenary and supply equipment) and/or feeder cables to conductor rails but not the conductor rails), power supplies and negative bonding/earth return	YES	N/Q	Network Rail	Network Rail
4.	Signalling equipment (including gantries cables and other apparatus except that which is part of a system released from or interlocked with a signal box/powerbox operated by Network Rail)	YES	N/Q	Underlessee	Network Rail
5.	Signalling equipment (including gantries cables and other apparatus where equipment is part of system released from or interlocked with a signal box/powerbox operated by Network Rail)	YES	N/Q	Network Rail	Network Rail

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
6.	Switch heating including control and distribution equipment	NO	N/A	Underlessee (except where connected to the Network, in which case responsibility shall lie with Network Rail)	Network Rail
B.	Building Services				
	Utilities				
7.	Gas, water, electricity utility supply equipment and transmission media	YES	N/Q	Underlessee	Network Rail
8.	Electrical switchgear and transmission media above 415V	YES	N/Q	Underlessee	Network Rail
9.	Sub-stations meter rooms and switchgear housing (except B8 above)	YES	N/Q	Underlessee	Network Rail
10.	Underground drainage and main outfall installations	YES	N/Q	Network Rail (except Underlessee to keep clear and free flowing)	Network Rail
	Heating and Ventilation Systems				
11.	Boilers and heating systems	YES	N/Q	Underlessee	Network Rail
12.	Flues	YES	4	Underlessee	Network Rail

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
13.	Air conditioning plant and equipment	NO	N/A	Underlessee	Network Rail
14.	Ventilation systems	YES	N/Q	Underlessee	Network Rail
	Fire and Security Systems				
15.	Fire warning systems	YES	N/Q	Underlessee	Network Rail
16.	Fixed and moveable fire appliances	YES	16	Underlessee	Network Rail
17.	Sprinkler systems	NO	N/A	Underlessee	Network Rail
	Electrical Services				
18.	Security installations (including CCTV systems)	NO	N/A	Underlessee	Network Rail
19.	Electrical installations including fixed appliances power supply sockets and lighting fittings	YES	N/Q	Underlessee	Network Rail
20.	External lighting	YES	N/Q	Underlessee	Network Rail
21.	Lighting towers and gantries	YES	N/Q	Underlessee	Network Rail
22.	Rail vehicle auxiliary electrical supply equipment (with exception of the equipment referred to in item 22a below)	YES	N/Q	Underlessee	Network Rail
22a.	Rail vehicle auxiliary electrical supply equipment located at the battery end of Roads 3	YES	1	Underlessee	Underlessee

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
	and 10				
	Mechanical Services				
23.	Gas installations fittings and fixed appliances	NO	N/A	Underlessee	Network Rail
24.	Sanitary installations and fittings where accessible and/or visible	YES	N/Q	Underlessee	Underlessee
25.	Sanitary installations and fittings where not accessible and/or visible	NO	N/A	Network Rail	Network Rail
26.	Hot and cold water and soil waste plumbing installations where accessible and/or visible	YES	N/Q	Underlessee	Underlessee
27.	Hot and cold water and soil waste plumbing installations where not accessible and/or visible	NO	N/A	Network Rail	Network Rail
28.	Other above ground drainage installations	YES	N/Q	Underlessee	Network Rail
29.	Vehicle water systems	NO	N/A	Underlessee	Network Rail
	Plant				
30.	Pumping stations	YES	N/Q	Underlessee	Network Rail
31.	Oil interceptor plant	YES	1	Underlessee	Network Rail
32.	Fixed air compressors, receivers and systems	YES	N/Q	Underlessee	Network Rail

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
C.	Washing Plant				
33a.	Carriage washing plant - adjacent to fuel point	YES	1	Underlessee	Network Rail
33b.	Carriage washing plant - adjacent to overhaul road leading to Portobello sidings	YES	1	Underlessee	Network Rail
34.	Controlled emission toilet discharge systems	YES	2	Underlessee	Network Rail
D.	Wheel Lathes				
35.	Rail vehicle wheel lathes	YES	1	Underlessee	Network Rail
E.	Cranes/Jacks etc.				
36.	Winches and capstans	YES	3	Underlessee	Network Rail
37.	Cranes (overhead travelling and fixed gantries)	YES	3	Underlessee	Network Rail
38.	Jacks (four points rail vehicle lifting)	YES	3 full sets of 4 jacks 1 set of 16 synchro jacks	Underlessee	Network Rail
39.	Rail vehicle turntables	NO	N/A	Underlessee	Network Rail
F.	Fuel installations and vehicle servicing				
40.	Fuel, oil storage, pumping and dispensing	YES	N/Q	Underlessee	Network Rail

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
	equipment				
40a.	Fuel additive, storage, pumping and dispensing equipment	YES	Storage – 5,000 litres Dispensers - 5	Underlessee	Network Rail
40b.	Demountable oil spillage track collection units	YES	N/A	Underlessee	Network Rail
41.	Antifreeze storage, pumping and dispensing equipment	YES	N/Q	Underlessee	Network Rail
42.	Sand towers	NO	N/A	Underlessee	Network Rail
42a.	Sand store: heated	YES	1	Underlessee	Underlessee
43.	Rail vehicle fixed battery charging installations	YES	N/Q	Underlessee	Network Rail
G.	Miscellaneous				
44.	Traffic management system controlling vehicular entry to depot	NO	N/A	Underlessee	Network Rail
45.	Depot protection systems (limited to fixed equipment designed to protect personnel from rail vehicle movements)	YES	N/Q	Underlessee (except where connected to the Network signalling system, in which case responsibility shall lie with Network Rail)	Network Rail

No.	Description	Present at Depot	Quantity (where applicable - N/A if none N/Q if not quantifiable)	Responsibility for Maintenance	Responsibility for Repair
46.	Vehicle weighing facility	YES	N/Q	Underlessee	Network Rail
47.	12.5t Capacity Jib Crane	YES	N/Q	Underlessee	Network Rail
48.	Roof Level Inspection Gentries	YES	200m	Underlessee	Network Rail
49.	Rotract Track Shunt Mule	YES	1	Underlessee	Network Rail

APPENDIX 4 TO ANNEX 1

Elements Inventory - Allocation of Responsibility

	Description	Responsibility for Maintenance	Responsibility for Repair
A.	Substructures (excluding any finishes)		
(1)	Foundations	Network Rail	Network Rail
(2)	Basements	Network Rail	Network Rail
(3)	Basement Tanking / Waterproofing	Network Rail	Network Rail
(4)	Arches and Subways	Network Rail	Network Rail
(5)	Structural Slabs at Ground Level or below	Network Rail	Network Rail
(6)	Damp Proof Membrane at Ground Floor Level or below	Network Rail	Network Rail
(7)	Retaining Walls	Network Rail	Network Rail
B.	Superstructure		
(8)	Damp Proof Course	Network Rail	Network Rail
(9)	Frames, Beams, Columns (Excluding Finishes)	Network Rail	Network Rail
(10)	Structural Slabs (above Ground Floor Level)	Network Rail	Network Rail
(11)	Floors (Excluding Finishes)	Network Rail	Network Rail
(12)	External Staircases (Excluding Finishes)	Network Rail	Network Rail

	Description	Responsibility for Maintenance	Responsibility for Repair
(13)	Internal Staircases (Excluding Finishes)	Network Rail	Network Rail
(14)	Roof Structure	Network Rail	Network Rail
(15)	Roof Decking, Coverings Insulation	Network Rail	Network Rail
(16)	Roof Access Ladders, Walkways and Guardrails	Network Rail	Network Rail
(17)	Roof Lights	Underlessee	Network Rail
(18)	Roof Drainage	Underlessee	Network Rail
(19)	Parapets	Network Rail	Network Rail
(20)	Chimneys above Roof Level	Network Rail	Network Rail
(21)	Roof Glazing	Network Rail	Network Rail
(22)	Tankroom and Roof Mounted Plant above the roof line	Network Rail	Network Rail
(23)	External Cladding	Underlessee	Network Rail (Except where due to vandalism) Underlessee (Where due to vandalism)
(24)	Internal Load Bearing Walls (Excluding Finishes)	Network Rail	Network Rail
(25)	Internal Non-Load Bearing Walls (Excluding Finishes)	Underlessee	Network Rail
(26)	Partitions	Underlessee	Network Rail

	Description	Responsibility for Maintenance	Responsibility for Repair
(27)	Windows (External and Internal) excluding glass	Underlessee	Network Rail
(28)	External Doors	Underlessee	Network Rail
(29)	Internal Doors	Underlessee	Network Rail
C.	Finishes and Surface		
(30)	External and Internal Wall Finishes and Coating including paint	Underlessee	Underlessee
(31)	Floor Finishes within Buildings	Underlessee	Underlessee
(32)	Finishes to Frames Beams Columns (other than 33 below)	Underlessee	Underlessee
(33)	Fire resistant coatings/finishes	Underlessee	Network Rail
(34)	Staircase Finishes	Underlessee	Underlessee
(35)	Ceiling Finishes	Underlessee	Underlessee
(36)	Internal Joinery (Skirtings Architraves)	Underlessee	Network Rail
(37)	Glazing (including windows and doors)	Underlessee	Underlessee
D.	Miscellaneous Items		
(38)	Cycle Racking	Underlessee	Underlessee
(39)	Fencing and other boundary structures	Network Rail (when the fencing or structure forms a boundary between the Network and the Depot). Underlessee (in all other cases)	Network Rail

	Description	Responsibility for Maintenance	Responsibility for Repair
(40)	Footbridges crossing the Depot	Network Rail	Network Rail

APPENDIX 5 TO ANNEX PART 1

Critical Elements of the Depot and Critical Equipment

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
A.	Track and Associated Infrastructure		NOT USED			
1.	Permanent way (including conductor rails and substructure but excluding Connection Infrastructure)	N/Q		Company Standard NR/SP/TRK/037 in respect of permanent way and Railway Group Standards in respect of conductor rails	N/A	Track within gauge capable of allowing railway vehicle movements in accordance with rules of the route for the Depot.
2.	Connection Infrastructure	N/Q		Network Rail responsible for the maintenance of the Connection Infrastructure under the terms of the Connection Agreement	N/A	Network Rail responsible for the repair of the Connection Infrastructure under the terms of the Connection Agreement

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
3.	Traction supply equipment (including all OHLE structures catenary and supply equipment and/or feeder cables to conductor rails but not the conductor rails), power supplies and negative bonding/earth return	N/Q		Industry Standards	N/A	Capable of allowing railway vehicle movements.
4.	Signalling equipment (including gantries cables and other apparatus) except that which is part of a system released from or interlocked with a signal box/powerbox operated by Network Rail	N/Q		Industry Standards	N/A	Capable of allowing railway vehicle movements.
5.	Signalling equipment (including gantries cables and other apparatus) where equipment is part of a system released from or interlocked with a signal box/powerbox operated by Network Rail	N/Q		Network Rail responsible for the maintenance of such signalling equipment under the terms of the Connection Agreement	N/A	Network Rail responsible for the repair of such signalling equipment under the terms of the Connection Agreement

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
6.	Switch heating including control and distribution equipment	N/A		Industry Standards	N/A	90% of heater elements to be operable 95% of each Accounting Period.
B.	Building Services		NOT USED			
	Utilities					
7(M)	Gas, water, electricity utility supply equipment and transmission media	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
8(E)	Electrical switchgear and transmission media above 415V	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.
9(E)	Sub-stations meter rooms and switchgear housing (except B8 above)	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
10(M)	Underground drainage and main outfall installations	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
	Heating and Ventilation Systems					
11(M)	Boilers and heating systems	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
12(M)	Flues	4		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
13(M)	Air conditioning plant and equipment	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
14(M)	Ventilation systems	N/Q		Industry Standards	N/A	90% of system to be operable 95% of each Accounting Period.
	Fire and Security Systems					
15(E)	Fire warning systems	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
16(M)	Fixed and moveable fire appliances	16		Industry Standards	N/A	Operable 100% as required.
17(M)	Sprinkler systems	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
	Electrical Services					
18(E)	Security installations (including CCTV systems)	N/A		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.
19(E)	Electrical installations including fixed appliances power supply sockets and lighting fittings	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.
20(E)	External lighting	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.
21(E)	Lighting towers and gantries	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
22(E)	Rail vehicle auxiliary electrical supply equipment (with the exception of the equipment referred to in item 22(E)(i) below)	N/Q		Industry Standards	N/A	90% of circuits to be operable 95% of each Accounting Period.
22(E)(i)	Rail vehicle auxiliary electrical supply equipment located at the battery end of Roads 3 and 10	N/Q		Industry Standards	N/A	Not applicable
	Mechanical Services					
23(M)	Gas installations fittings and fixed appliances	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
24(M)	Sanitary installations and fittings where accessible and/or visible	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
25(M)	Sanitary installations and fittings where not accessible and/or visible	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
26(M)	Hot and cold water and soil waste plumbing installations where accessible and/or visible	N/Q		Industry Standards including HVCA specifications	N/A	90% of system to be operable 90% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
27(M)	Hot and cold water and soil waste plumbing installations where not accessible and/or visible	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
28(M)	Other above ground drainage installations	N/Q		Industry Standards including HVCA specifications	N/A	90% of system to be operable 90% of each Accounting Period.
29(M)	Vehicle water systems	N/A		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
	Plant					
30(M)	Pumping stations	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
31(M)	Oil interceptor plant	1		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.
32(M)	Fixed air compressors, receivers and systems	N/Q		Industry Standards	N/A	90% of system to be operable 90% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
C.	Washing Plant		NOT USED			
33 (i)	Carriage washing plant including skirt & eaves washing	1		Industry Standards	2,150 vehicles washed per accounting period	N/A
34.	Controlled emission toilet discharge systems	2		Industry Standards	N/A	Operable 90% of each Accounting Period.
D.	Wheel Lathes		NOT USED			
35.	Rail vehicle wheel lathes	1		Industry Standards	N/A	Operable 85% of each Accounting Period.
	(a) Hegenscheidt 106					
	(b) Other type	N/A		Industry Standards	N/A	Operable 85% of each Accounting Period.
E.	Cranes/Jacks etc.		NOT USED			
36.	Winches and capstans	3		Industry Standards	N/A	Operable 90% of each Accounting Period.
37.	Cranes (overhead travelling and fixed gantries)	3		Industry Standards	N/A	Operable 90% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
38.	Jacks (four point rail vehicle lifting)	3 full sets of 4 jacks		Industry Standards	N/A	Operable 90% of each Accounting Period.
38a.	Jacks (16 point synchro lifting system)	1 full set of 16 jacks		NR/L2/RVE/0136 Iss.2	To lift 15 tonnes	Operable 90% of the time.
39.	Rail vehicle turntables	N/A		Industry Standards	N/A	Operable 90% of each Accounting Period.
F.	Fuel installation and vehicle servicing		NOT USED			
40.	Fuel, oil storage, pumping and dispensing equipment	N/Q		Industry Standards	N/A	6 dispensing points to be operable 90% of each Accounting Period.
40a.	Fuel additive, storage, pumping and dispensing equipment	Storage – 5,000 litres Dispensers - 5		Industry Standards	2,940 litres per accounting period	5 No. dispensing points to be operable 90% of each Accounting Period
41.	Antifreeze storage, pumping and dispensing equipment	N/Q		Industry Standards	N/A	Operable 90% of each Accounting Period.
42	Sand towers	N/A		Industry Standards	N/A	Operable 90% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
42a.	Sand store: heated	1		Industry Standards	N/A	Operable 90% of each Accounting Period.
43.	Rail vehicle fixed battery charging installations	N/Q		Industry Standards	N/A	90% of equipment to be operable 90% of each Accounting Period.
G.	Miscellaneous		NOT USED			
44.	Traffic management system controlling vehicular entry to the Depot	N/A		Industry Standards	N/A	Operable 95% of each Accounting Period.

(1) Description		(2) Quantity (where applicable - N/A if none N/Q if not quantifiable)	(3) Relevant Threshold Sum*	(4) Maintenance Specification**	(5) Base Utilisation Level (if any - N/A if immaterial)	(6) Output Specification
45.	Depot protection systems (limited to fixed equipment designed to protect personnel from railway vehicle movements)	N/Q		Industry Standards	N/A	Operable 100% of the time.
46.	Vehicle weighing facility	1		To be confirmed.	N/A	Operable 90% of the time.
47.	12.5t Capacity Jib Crane	1		NRL/L2/RVE/0132 Iss.1	N/A	Operable 90% of the time.
** All items of Equipment are to be maintained as specified in accordance with Railway Group Standards, Company Standards, Industry Standards and/or the specifications listed in this column and for the purposes of this Schedule "Industry Standards" means the standards, codes of practice, regulations, other guidelines or recommendations issued from time to time by the relevant manufacturers association, trade association, professional institute or statutory body which apply to the Maintenance of the relevant items of Equipment provided that if any Railway Group Standard (or, where a Company Standard is specified as the Maintenance Specification for an item of Equipment in the table above, such Company Standard) does not specify Maintenance for a relevant item of Equipment then the relevant Industry Standard shall apply.						
N/A When used in column (5) means that the level of use is immaterial to achievement of the Output Specification.						

APPENDIX 6 TO ANNEX PART 1

Railway Superstructure and Railway Substructure

1. Railway Superstructure

1.1 Within the area edged blue on the Plan, any bridge, viaduct, railway arch, raft or overlying structure which is not coloured or hatched in any manner on the Plan shall:

1.1.1 not be Railway Superstructure if it is listed in Column 1 of Table 1; and

1.1.2 be Railway Superstructure if it is listed in Column 2 of Table 1.

Table 1

No.	Column 1	No	Column 2
1.	footbridge providing access from one part of the Depot to another	1.	raft supporting office building or similar commercial development, together with all leased parts of such building or development
2.	any area subject to rights for a third party to occupy (including rights under Global Agreements and Existing Agreements)	2.	road bridge
		3.	rail bridge
		4.	footbridge (except one described in item 1 of Column 1)

1.2 The Depot shall:

1.2.1 include the land and airspace within and covered by the arches or spans of that Railway Superstructure, any boundary structures sealing off the mouth of any such arches or spans and the land airspace and works beneath the raft; and

1.2.2 exclude any part of the Railway Superstructure and the works and airspace above it.

2. Railway Substructure

2.1 Within the area edged blue on the Plan, any bridge, viaduct, railway arch, raft, tunnel, passageway or substructure which is not coloured or hatched in any manner on the Plan shall:

2.1.1 not be Railway Substructure if it is listed in Column 1 of Table 2; and

2.1.2 be part of Railway Substructure if listed in Column 2 of Table 2.

Table 2

No	Column 1	No	Column 2
1.	subway or tunnel connecting parts of the Depot	1.	subway or tunnel (except one described in item 1 of Column 1)
2.	arch space used as car park or to provide access to the Depot or otherwise integral to the operation of the Depot as a light maintenance depot	2.	arch space (except one described in item 2 of Column 1)

2.2 The Depot shall:

2.2.1 include the surface of the ground or soil (if any) over the Railway Substructure and the ballast, sleepers, and metals laid there together with all airspace above the ground or soil surface (or if there is no such surface, then above the surface of the Railway Substructure itself) and also includes the airspace within any tunnel or passageway which is part of the Railway Substructure; and

2.2.2 exclude any part of the Railway Substructure, the airspace within any arches or spans beneath it and the land and works below it.

APPENDIX 7 TO ANNEX PART 1

Excluded Equipment

None

ANNEX PART 2

EXISTING WORKS AND ADJACENT WORKS

1. Existing Works

None.

2. Specifications of Existing Works

None.

3. Adjacent Works

None.

ANNEX PART 3

EXISTING AGREEMENTS

1. Excluded Existing Agreements

PART A – Site Specific Excluded Existing Agreements

Date (of recording at Registers of Scotland)	Document	Parties
5 December 1849	Conveyance	By Miss Sarah Marsh to The North British Railway Company
2 June 1882	Disposition (copy)	Duke of Abercorn in favour of The North British Railway Company
2 October 1995	Notice of Title	Railtrack PLC
13 November 1907	Conveyance	Sydney Richardson Christie-Miller in favour of The North British Railway Company
11 March 1907	Disposition (quick copy)	By Turners Limited in favour of The North British Railway Company
7th August, 1912	Disposition (quick copy)	By Turners Limited (in liquidation) with consent in favour of John Boyd Morham and Another as Trustees of John Hastie dated Twenty second July and Second August
11th November, 1880	Feu Disposition (quick copy)	By the Benhar Coal Company (Limited) in favour of the Trustees for the Company of Thomas Thornton and Sons executed Tenth November, 1880
27th April 1967	Disposition (quick copy)	By the British Railways Board in favour of James Miller and Partners Limited
29th June, 1905	Disposition (quick copy)	The Duke of Abercorn in favour of Turners Limited executed Twenty seventh June, 1905
12th May, 1939	Disposition (quick copy)	Abercorn Estate Company in favour of John Manson Miller executed First May, 1939
18 June 1948	Disposition (quick copy)	By Abercorn Estates Company in favour of British Transport Commission
3rd January, 1964	Disposition (quick copy)	Abercorn Estates Company in favour of James Miller and Partners Limited

Date (of recording at Registers of Scotland)	Document	Parties
15 November 1875	Disposition (unrecorded copy only)	By The Duke of Abercorn in favour of The North British Railway Company
20th November, 1968	Feu Charter (quick copy)	By John Manson Miller in favour of James Miller and Partners Limited
18th December, 1973	Disposition (quick copy)	By James Miller and Partners Limited in favour of The Corporation of the City of Edinburgh
30th January 1908	Conveyance (quick copy)	By the Duke of Abercorn in favour of The North British Railway Company
8th September, 1970	Disposition (quick copy)	By James Miller and Partners Limited with consents in favour of Edinburgh Building Society executed Twenty seventh August and First September 1970
10th July 1877	Feu Contract (quick copy)	Between the Benhar Coal Company Limited and Henry Lake executed Seventh and Ninth May 1877
4th May 1886	Agreement (quick copy)	Between Scottish Equitable Property Improvement and Investment Company Limited and Curror and Cowper and the Trustee on the sequestrated estate of Henry Lake executed First September Eighteen hundred and eighty and subsequent dates 1886
21st February 1926	Disposition (quick copy)	By The London and North Eastern Railway Company in favour of The Lord Provost, Magistrates and Council of the City of Edinburgh executed 17th February 1926
9th August 1967	Deed of Servitude	By James Miller and Partners Limited in favour of British Railways Board
22 June 1850	Conveyance	By The Principal Officers of Her Majesty's Ordnance in favour of The North British Railway Company
10 January 1978	Disposition	By The City of Edinburgh District Council in favour of British Railways Board
30 November 1981	Disposition	By Edinburgh Building Society in favour of

Date (of recording at Registers of Scotland)	Document	Parties
		British Railway Board
13 December 1960	Disposition (unrecorded copy only)	By The British Transport Commission in favour of The Corporation of The City of Edinburgh
29 January 1847	Conveyance	By The Marquess of Abercorn in favour of The North British Railway Company
14 November 1906 (Books of Council & Session)	Missive of Sale and Agreement	Between the North British Railway Company and The Duke of Abercorn
10 August 1978	Disposition	By James Miller and Partners Limited in favour of British Railways Board
13 March 1954	Disposition	By Maurice Foggon in favour of British Transport Commission
11 April 1985	Disposition (quick copy)	By British Railways Board in favour of F E MacDonald
20th November 1906	Disposition (quick copy)	By James Hamilton, Duke of Abercorn, in favour of The North British Railway Company, dated Eighth November 1906

PART B : Other Excluded Existing Agreements

Note: In each case the first contracting party is British Railways Board or its predecessors in title unless otherwise stated

Date	Type of Document	Other Party/ies
22.10.1993	Gas Pipes	British Gas
15.10.1990	Small Payment Consents	North West Water Authority
12.09.1961	General Wayleave Agreement	CEGB
20.10.1961	General Wayleave Agreement	Eastern Electricity
06.10.1961	General Wayleave Agreement	East Midlands Electricity
13.11.1961	General Wayleave Agreement	South Western Electricity
04.12.1961	General Wayleave Agreement	London Electricity
20.03.1962	General Wayleave Agreement	South Eastern Electricity
16.11.1961	General Wayleave Agreement	Southern Electricity

Date	Type of Document	Other Party/ies
10.10.1961	General Wayleave Agreement	North Western Electricity
12.10.1961	General Wayleave Agreement	Merseyside and North Wales Electricity
08.01.1962	General Wayleave Agreement	Yorkshire Electricity
22.11.1961	General Wayleave Agreement	North Eastern Electricity
05.10.1961	General Wayleave Agreement	Midlands Electricity
02.04.1962	General Wayleave Agreement	South Wales Electricity
30.07.1991	General Licence Agreement	Racal-Vodafone
21.08.1991	Telecoms Apparatus General Agreement	Microtel Communications (Orange)
02.03.1989	Licence Agreement, Cables and Apparatus	British Cable Services
02.03.1991	Licence Agreement, Cables and Apparatus	British Cable Services
19.09.1983	Deed of Grant National	Mercury
23.01.1989	Lease of Fibre Optics Liverpool Street - Edinburgh Leeds - Colton Junction	Mercury
30.11.1989	Lease of Fibre Optics Edinburgh to Glasgow	Mercury
17.01.1991	Cables Norton Folgate to Ipswich	Mercury
12.09.1991	Cables Hitchin to Ipswich	Mercury
15.07.1993	General Wayleave for Cables	Mercury
14.12.1988	Cables York to Colton Junction	Mercury
12.10.1964	General Agreement as to Works	London Transport Board
31.12.1962	General Demarcation Agreement	British Waterways Board
11.05.1964	Demarcation Agreement	London Transport Board
11.05.1965	Works Agreement	London Transport Board
10.05.1933	General Wayleave Agreement with Post Master General	Great Western Railway Company
24.05.1933	General Wayleave Agreement with Post Master General	LMS
24.05.1933	General Wayleave Agreement with Post Master General	LNER
24.05.1933	General Wayleave Agreement with Post Master General	SR

Date	Type of Document	Other Party/ies
21.07.1993	Licence for Fibre Optics	Energis/National Grid
04.03.1994	Licence for Fibre Optics	Energis/National Grid
12.10.1964	General Demarcation Agreement	London Transport Board
Unknown	Global Licence for Wayleave in Yorkshire, Humberside, Durham and Northumberland	British Cable Services
13.12.1989	Cables Joint Venture Birmingham to Manchester	Mercury
15.04.1991	Cables Waterloo to Portsmouth; Waterloo to Guildford	Mercury
24.05.1991	Cables Haughley Junctions to Norwich via Diss	Mercury
02.04.1962	Master Agreement	South Wales Electricity Board
1982	Purchase Agreement	Lothian Regional Council (Reconstruction of bridge)
Unrecorded	Demarcation Agt and Deed of Conditions	Re Substation at Baileyfield Depot
16.05, 03.07, 28.07, 11.08, 21.08, 23.08 all 1967	Correspondence re sub station	Scottish Power
01.02.1979	Lease	Scottish Power
27.05.1978	Residential	J McMahon
03.07.1956	Wayleave	Scottish Power
04.02.1958	Wayleave	Edinburgh District
13.09.1905	Wayleave (footbridge)	Lothian Region
07.09.1968	Wayleave	Edinburgh District
08.11.1968 and 9.12.1968	Wayleave (rainwater)	Edinburgh District
15.05.1967	Wayleave	Edinburgh Eastern
20.08.1968 and 05.12.1968	Wayleave (sewer)	Edinburgh District
28.06.1961	Wayleave	Scottish Power
28.03.1961	Wayleave	Edinburgh District
07.09.1968	Wayleave	Edinburgh District
26.01.1937	Wayleave	Scottish Power
28.12.1933	Wayleave	Edinburgh District

Date	Type of Document	Other Party/ies
02.11.1955	Wayleave	Scottish Power
15.05.1968	Wayleave	Edinburgh District
19.02.1934	Wayleave	Scottish Power
9.06.1939	Wayleave	Scottish Power
10.05.1950	Servitude	British Gas
16.08.1982	Wayleave	Lothian Regional Council
29.05.1973	Wayleave	Scottish Power
18.06.1962	Wayleave	Scottish Power
29.05.1973	Wayleave	Scottish Power
01.01.1929	Wayleave	Scottish Power
01.01.1948	Wayleave	Scottish Power
29.04.1975	Wayleave	Scottish Power
13.07.1941	Wayleave	Scottish Power
06.04.1988	Wayleave	Scottish Power
01.02.1992	Wayleave (fence)	Scottish Power
26.02.1995	Wayleave	Scottish Power
10.05.1991(TP 875/14)	Lease (Access from Portobello Road)	Lothian Regional Council to BRB

2. Included Existing Agreements

Note: In each case the first contracting party is British Railways Board or its predecessors in title unless otherwise stated.

Date	Type of Document	Other Party/ies
02.08.1989	Property Agreement	Post Office
16.12.1993	Interim Agreement	Post Office
16.12.1993	Property Agreement	Post Office
16.12.1993	Ten year Agreement	Post Office

Date	Type of Document	Other Party/ies
02.08.1989	Agreement for Carriage of Letter Mail	Post Office

3. Global Agreements

Note: in each case the first contracting party is British Railways Board or its predecessor title unless otherwise stated.

Date	Type of Document	Other Parties	Are Conditions G.4.6 and G.4.9 to apply
15.04.1992	Advertising Concession	British Transport Advertising Limited	Condition G4.6 applies and Condition G4.9 does not apply
15.04.1992	Advertising Concession	Mills & Allen Limited	Condition G4.6 applies and Condition G4.9 does not apply

ANNEX PART 4
COLLATERAL AGREEMENT

COLLATERAL AGREEMENT

among

(1) Agility Trains East Limited, a company limited by shares registered in England under registered number 07930598 having its registered office at 4th floor, 4 Copthall Avenue, London, EC2R 7DA (the "Headlessee")

(2) Network Rail Infrastructure Limited, a company registered in England under registered number 2904587 having its registered office at Kings Place, 90 York Way, London, N1 9AG ("Network Rail"); and

(3) the party whose name and address and other particulars are specified in paragraph 1 of Schedule Part 1 (the "Beneficiary")

WHEREAS:-

- (A) The Beneficiary has entered into the Depot Access Agreement with the Underlessee whereby the Underlessee granted to the Beneficiary permission to use the Depot for or in connection with the operation of trains by itself or its Associates.
- (B) The Headlessee and Network Rail each have certain obligations to the Underlessee in respect of the Depot.
- (C) The Headlessee and Network Rail have each agreed with the Beneficiary to undertake on the terms and conditions of this Agreement to perform certain obligations in respect of the Depot set out in the Depot Access Conditions.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

"Collateral Commencement Date" means the date on which the condition precedent in Clause 2.1 is satisfied;

"Depot Access Conditions" means the Depot Access Conditions applicable to the Depot, as incorporated in the Depot Access Agreement;

"Depot Access Agreement" means the agreement for permission to use the Depot referred to in paragraph 2 of Schedule Part 1, as such agreement shall be modified from time to time; and

"Underlessee" means the person whose name and registered office are specified in paragraph 3 of Schedule Part 1.

1.2 References to Schedules, etc

References to this Agreement include its Schedule and, unless otherwise indicated, references to recitals, Clauses, Sub-Clauses, Parts of the Schedule and paragraphs are to recitals, clauses and sub-clauses of, and Parts of the Schedule to, this Agreement and paragraphs of such Parts of the Schedule. References to any Condition shall be construed as a reference to the relevant Depot Access Condition.

1.3 Headings

Headings shall be disregarded in construing this Agreement.

1.4 Depot Access Conditions

Where the context admits, words and expressions defined (or of which the meanings are construed) in the Depot Access Conditions shall bear the same meanings in this Agreement and the rules of interpretation set out in the Depot Access Conditions shall apply throughout this Agreement, and where the context requires, references in such words, expressions and rules to the Depot Access Conditions shall be construed as references to this Agreement.

2. CONDITION PRECEDENT

2.1 Condition Precedent

Subject to Clause 2.2.1. the provisions of this Agreement shall have effect upon the Depot Access Agreement becoming fully effective and enforceable in accordance with its terms.

2.2 Entry into effect

2.2.1 Clauses 1, 2, 3.1, 4, 6, 7, 8, 12 and 13 and Conditions A1, Q1 and Q3 shall come into effect and be binding on the parties immediately upon the last date of signature of this Agreement.

2.2.2 All other Clauses and Conditions and the Depot Access Conditions shall come into effect and be binding on the parties on the Collateral Commencement Date.

2.3 Non-satisfaction

2.3.1 If the condition precedent in Clause 2.1 shall not have been satisfied in full on or before the Long-stop Date, as defined in the Depot Access Agreement, this Agreement (except Clause 2.3.2) shall lapse and neither party shall have any liability to the other under or in respect of it save in respect of a pre-existing breach of Clauses 2, 3.1, 4, 6, 7 and 8 and Conditions A1, Q1 and Q3.

2.3.2 The obligations of confidence provided for in the Depot Access Conditions shall continue in force for the period specified in Condition Q1.1 after this Agreement has otherwise ceased to have effect pursuant to Clause 2.3.1.

3. DEPOT ACCESS CONDITIONS

3.1 Incorporation

The Depot Access Conditions are incorporated in and shall form part of this Agreement.

3.2 Performance

During the term of this Agreement, each party to this Agreement shall duly and punctually perform, observe and comply with:

3.2.1 its obligations to each other party to this Agreement set out in the Depot Access Conditions; and

3.2.2 its other obligations under a Relevant Agreement insofar as failure to perform such obligations would, or would be likely to, operate to the detriment of another other party hereto.

3.3 Survival of Provisions

Any termination of this Agreement shall be without prejudice to any of the parties' rights and obligations in respect of any antecedent breaches hereof.

4. TERM

4.1 By reference to Depot Access Agreement

Subject to Clause 2.3, this Agreement shall terminate on the lapse, expiry or termination by any other means of the Depot Access Agreement but such termination shall be without prejudice to any accrued rights of the parties prior to such termination.

4.2 Notice

The Beneficiary shall forthwith notify the Headlessee and Network Rail of the occurrence of any event referred to in Clause 4.1.

4.3 Exclusion of common law termination rights

This Agreement shall terminate only in the circumstances set out in this Clause 4 and Clause 6.5. The parties shall have no other rights to terminate this Agreement whether pursuant to its terms or at law.

5. TERMINATION OF DEPOT ACCESS AGREEMENT AND UNDERLESSEE'S INTEREST

In the event that an Insolvency Event (as defined in the Depot Access Agreement) occurs in relation to the Underlessee and is continuing, the Beneficiary shall promptly upon the written request of the Headlessee exercise any rights it may have under the Depot Access Agreement to terminate it in accordance with its terms on such minimum period of notice as the Depot Access Agreement may permit.

6. WHOLE AGREEMENT, AMENDMENT, ASSIGNATION, NOVATION, TERMINATION AND SUB-CONTRACTING

6.1 Whole agreement

This Agreement contains the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes all prior agreements and arrangements in respect thereof. This Clause 6.1 shall not have the effect of excluding any term implied by law.

6.2 Amendment

6.2.1 No amendment of this Agreement (other than as expressly otherwise contemplated by this Agreement) shall be effective unless in writing and signed by duly authorised representatives of the parties.

6.2.2 The Beneficiary shall as soon as reasonably practicable notify the Headlessee and Network Rail of any amendments made to the Depot Access Agreement (other than the Depot Access Conditions) insofar as they affect its obligations referred to in Clause 3.2.2.

6.3 Assignment

Subject to Clauses 6.4 and 6.5, this Agreement shall be binding on and enure to the benefit of the parties and their successors and permitted assignees but no party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other parties.

6.4 Novation of Beneficiary's rights and obligations

Where the Beneficiary is a passenger service operator each party agrees to take all such steps as may be necessary to give effect to the novation of the Beneficiary's rights and obligations under this Agreement by and in favour of Transport Scotland or its nominee, if and to the extent necessary to enable Transport Scotland to perform its duty to secure the provision of services for the carriage of passengers by railway pursuant to section 30 of the Act (including by means of an exercise of its powers under section 51 of the Act), provided that any such novation shall be on terms that:

6.4.1 the Beneficiary's rights and obligations under the Depot Access Agreement are novated to Transport Scotland or its nominee before or at the same time as the

Beneficiary's rights and obligations under this Agreement are novated to Transport Scotland or its nominee;

6.4.2 the other parties shall not be released from any accrued but unperformed obligation, the consequences of any breach of this Agreement which is the subject of arbitration or litigation between the parties or any liability in respect of duties performed under this Agreement prior to, or as at the date of, any such novation (except to the extent that Transport Scotland or its nominee agrees to assume and be responsible for such unperformed obligation, such liability or the consequences of such breach in connection with the relevant novation); and

6.4.3 neither Transport Scotland nor its nominee shall be obliged, in connection with the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequences of a breach referred to in Clause 6.4.2.

6.5 Termination and novation of Network Rail's rights and obligations

6.5.1 Termination

Without prejudice to accrued rights and obligations, Network Rail's rights and obligations under this Agreement shall terminate if both the following occur:

- (a) Network Rail disposes of its heritable interest in the Depot to any transferee who is not at that time an Affiliate of Network Rail; and
- (b) such transferee offers to assume Network Rail's future obligations under this Agreement (provided that such transferee shall reasonably be acceptable to the Beneficiary).

6.5.2 Novation

Network Rail undertakes to the Beneficiary that it shall take all such steps as may be reasonably necessary to novate (subject to the consent of the Beneficiary not to be unreasonably withheld or delayed) Network Rail's rights and obligations under this Agreement to the person who has acquired its heritable interest in the Depot. The consent of the Headlessee shall not be required in respect of such novation.

6.6 Termination and novation of the Headlessee's rights and obligations

6.6.1 Termination

Without prejudice to accrued rights and obligations, the Headlessee's rights and obligations under this Agreement shall terminate if both the following occur:

- (a) The Headlessee disposes of its leasehold interest in the Depot to any transferee who is not at that time an Affiliate of the Headlessee; and
- (b) such transferee offers to assume the Headlessee's future obligations under this Agreement (provided that such transferee shall reasonably be acceptable to the Beneficiary).

6.6.2 Novation

The Headlessee undertakes to the Beneficiary that it shall take all such steps as may be reasonably necessary to novate (subject to the consent of the Beneficiary not to be unreasonably withheld or delayed) the Headlessee's rights and obligations under this Agreement to the person who has acquired its leasehold interest in the Depot. The consent of Network Rail shall not be required in respect of such novation.

6.7 Sub-contracting and agency

The parties may sub-contract their respective rights and obligations under this Agreement provided that no such action shall release a contracting party from its obligations under this Agreement and such party shall remain responsible for the acts and omissions of any sub-contractor as if they were the acts and omissions of that party.

7. INDEMNITIES

- 7.1 Subject to Clause 8, Network Rail shall (on an after tax basis) indemnify the Beneficiary, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by Network Rail of any of its obligations under this Agreement.

- 7.2 Subject to Clause 8, the Headlessee shall (on an after tax basis) indemnify the Beneficiary, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Headlessee of any of its obligations under this Agreement.
- 7.3 Subject to Clause 8, the Beneficiary shall (on an after tax basis) indemnify Network Rail, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Beneficiary of any of its obligations under this Agreement.
- 7.4 Subject to Clause 8, the Beneficiary shall (on an after tax basis) indemnify the Headlessee, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Beneficiary of any of its obligations under this Agreement.

8. LIMITATION ON CLAIMS

- 8.1 No party shall be liable, in respect of any breach of this Agreement, under the indemnities specified in Clause 7 above:
- 8.1.1 unless notice of such breach is given by or on behalf of the claimant to the respondent (with a copy to the other party to this Agreement) setting out detailed particulars of the grounds on which the relevant claim is based within 6 months after the facts giving rise to such claim first became known by the claimant;
- 8.1.2 arising from any single occurrence or circumstance (or connected series of occurrences or circumstances) if the amount of the relevant claim does not exceed:

- (a) in the case of a claim against Network Rail the amount specified in paragraph 1 of Schedule Part 3;
- (b) in the case of a claim against the Headlessee, the amount specified in paragraph 2 of Schedule Part 3; and
- (c) in the case of a claim against the Beneficiary the amount specified in paragraph 3 of Schedule Part 3;

8.1.3 unless the aggregate amount of all claims for which the respondent would otherwise be liable to the claimant exceeds:

- (a) in the case of a claim against Network Rail, the amount specified in paragraph 4 of Schedule Part 3;
- (b) in the case of a claim against the Headlessee, the amount specified in paragraph 5 of Schedule Part 3; and
- (c) in the case of a claim against the Beneficiary the amount specified in paragraph 6 of Schedule Part 3

in any Accounting Year, in which case the liability of the respondent to the claimant shall be limited to the amount of the excess over those amounts respectively;

8.1.4 arising from a single occurrence or circumstance (or connected series of occurrences or circumstances) to the extent that the amount of the relevant claim exceeds:

- (a) in the case of a claim against Network Rail, the amount specified in paragraph 7 of Schedule Part 3;
- (b) in the case of a claim against the Headlessee, the amount specified in paragraph 8 of Schedule Part 3; and
- (c) in the case of a claim against the Beneficiary the amount specified in paragraph 9 of Schedule Part 3;

provided that Clause 8.1.4 shall not apply to any liability in respect of physical damage to property,

provided that Clause 8.1 shall not apply to any liability in respect of death or injury to persons caused by negligence.

8.2 Neither Network Rail nor the Headlessee shall be liable, under the indemnities specified in Clauses 7.1 or 7.2 (as appropriate):

(a) in respect of any incidence of delay to a train operated by or on behalf of any Beneficiary; or

(b) for any liquidated damages which the Beneficiary shall have been required to pay to any other Relevant Operator.

8.3 The Beneficiary shall not be liable, under the indemnities specified in Clauses 7.2, 7.3 or 7.4:

(a) in respect of any incidence of delay to a train operated by or on behalf of any Relevant Operator; or

(b) for any liquidated damages which Network Rail or the Headlessee shall have been required to pay to any Relevant Operator.

8.4 No party shall be liable to the other, under the indemnities specified in Clause 7, for any loss of revenue suffered by the other (including fare revenue, subsidy, access charge revenue and incentive payments).

8.5 The remedies provided for in this Agreement and to the extent applicable the Access Dispute Resolution Rules shall be the sole remedies available to the parties in respect of any matters for which such remedies would, but for the limitations in Clause 8.1, be available.

9. ENFORCEMENT OF THE BENEFICIARY'S OBLIGATIONS UNDER THE DEPOT ACCESS CONDITIONS

9.1 If, at any time after the Collateral Commencement Date, Network Rail becomes aware of any event or circumstance which may entitle Network Rail to take action against the Beneficiary for a breach of Clause 3.2 and/or bring a claim against the Beneficiary under Clause 7, Network Rail shall inform the Headlessee and the Underlessee. Network Rail and the Headlessee shall use reasonable endeavours (and the Headlessee shall procure that the Underlessee shall use reasonable endeavours) to co-operate with a view to procuring that the Beneficiary takes action to remedy the breach (or ceases to take any action giving rise to the breach).

- 9.2 Network Rail shall not take any steps against the Beneficiary in respect of a breach of Clause 3.2 or a claim against the Beneficiary under Clause 7 except in accordance with the terms of this Agreement and any steps taken in breach of this Clause 9.2 shall be void.
- 9.3 If, at any time after the Collateral Commencement Date, Network Rail becomes entitled to take action against the Beneficiary for a breach of Clause 3.2 and/or to make a claim against the Beneficiary under Clause 7, and as a result has formed the settled intention to take any such action, Network Rail shall:
- 9.3.1 (prior to taking any such action) give the Headlessee prompt notice of such settled intention, the events and circumstances giving rise to that settled intention and the rights it is relying on to take such action and its intended action (the "First Enforcement Notice"); and
- 9.3.2 co-operate with the Headlessee in providing information reasonably required to enable the Headlessee to determine all relevant facts giving rise to Network Rail's settled intention and (so far as is practicable) their possible consequences.
- 9.4 The Headlessee may, within 10 Business Days of receipt of such First Enforcement Notice, give written notice (the "Enforcement Standstill Notice") to Network Rail requiring Network Rail to refrain from taking any steps in respect of the relevant breach of Clause 3.2 or claim under Clause 7.
- 9.5 If, in respect of any breach of Clause 3.2 or claim under Clause 7, Network Rail has served a First Enforcement Notice:
- 9.5.1 the Headlessee does not serve an Enforcement Standstill Notice within the period specified in Clause 9.4; or
- 9.5.2 if the Headlessee has served an Enforcement Standstill Notice, but then the Headlessee does not take either of the actions under Clause 9.6 within 4 weeks of the date of the Enforcement Standstill Notice or within the period of any Enforcement Extension,

Network Rail shall be entitled to take the action specified in the First Enforcement Notice, subject to and acting in accordance with the terms of the Depot Access Conditions and/or the Relevant Agreement but without further reference to the Headlessee or the Underlessee.

- 9.6 If the Headlessee serves an Enforcement Standstill Notice in relation to any breach of Clause 3.2 or claim under Clause 7 within the period specified in Clause 9.4, it shall as soon as reasonably practicable and in any event no later than the date that is 4 weeks after the date of the Enforcement Standstill Notice:
- 9.6.1 serve a notice permitting the action specified in the First Enforcement Notice (an "Enforcement Permission Notice") on Network Rail, in which case Network Rail shall be entitled to take such action subject to and acting in accordance with the terms of the Depot Access Conditions and/or the Relevant Agreement but without further reference to the Headlessee or the Underlessee; or
 - 9.6.2 inform Network Rail that it requires a further period of standstill (an "Enforcement Extension") and state in writing the further period required and provide evidence of the Headlessee's reasoning for requesting the Enforcement Extension, in which case Network Rail shall not unreasonably withhold its consent to the Enforcement Extension.
- 9.7 If in relation to any breach of Clause 3.2 or claim under Clause 7 the Headlessee serves an Enforcement Standstill Notice pursuant to Clause 9.4 and/or requests an Enforcement Extension pursuant to Clause 9.6 the Headlessee and/or the Underlessee shall keep Network Rail informed of all material developments and not less than once every week during period covered by the Enforcement Standstill Notice and/or the period of the Enforcement Extension (as appropriate) provide a progress report of its or their proposals to address the events or circumstances contained in the First Enforcement Notice.
- 9.8 If, in relation to any breach of Clause 3.2 or claim under Clause 7, at the end of the Enforcement Extension the Headlessee is not in a position to confirm whether Network Rail may proceed to take the action set out in the First Enforcement Notice, Network Rail shall be entitled to notify the Secretary of State and Transport Scotland and the Headlessee in writing (the "Final Enforcement Notice") of the date on which the Enforcement Standstill Notice will terminate (being a date not earlier than 5 Business Days from the date of the Final Enforcement Notice), after which time Network Rail shall be entitled to take the action specified in the First Enforcement Notice, subject to and acting in accordance with the terms of the Depot Access Conditions and/or the Relevant Agreement but without further reference to the Headlessee or the Underlessee.

Indemnity from the Headlessee

- 9.9 The Headlessee shall indemnify Network Rail and keep it indemnified against and in respect of all actions, claims, costs, demands, expenses, liabilities and losses suffered or incurred by Network Rail in consequence of any breach by the Beneficiary of Clause 3.2 (including without limitation the costs of making good following such default) ("Losses") during and attributable to the Indemnity Period, where the "Indemnity Period" means where the Headlessee has served an Enforcement Standstill Notice, the period commencing on the date of the First Enforcement Notice and:
- 9.9.1 where Clause 9.6.1 applies, ending on the date that is twenty one (21) days from and including the date of service of the Enforcement Permission Notice; or
- 9.9.2 where Clause 9.6.2 applies and the relevant Enforcement Extension takes effect, ending on and excluding the date that is twenty one (21) days from and including the date specified in the Final Enforcement Notice unless prior to the date specified in the Final Enforcement Notice the Headlessee serves an Enforcement Permission Notice, in which case limb (a) of this definition shall apply;
- 9.10 In respect of the indemnity given by the Headlessee in Clause 9.9:
- 9.10.1 any payment by the Headlessee to Network Rail pursuant to Clause 9.9 above shall be due within twenty eight (28) days of Network Rail giving written notice to the Headlessee that Network Rail has incurred Losses (and such notice shall be accompanied by evidence to the reasonable satisfaction of the Headlessee of the nature and quantum of such Losses); and
- 9.10.2 where the Headlessee has paid any sums to Network Rail under Clause 9.9, Network Rail shall:
- (a) use reasonable endeavours (subject to the Headlessee's subrogation rights referred to in Clause 9.10.3) to recover the amount of such sums from the Beneficiary;
- (b) allocate any sums received from the Beneficiary to or towards satisfaction of amounts which have been outstanding the longest;

- (c) forthwith notify the Headlessee if such sums are paid by the Beneficiary prior to such sums being paid to Network Rail by the Headlessee under Clause 9.9;
 - (d) reimburse the Headlessee the amount of any such sums paid to Network Rail by the Beneficiary following a payment by the Headlessee under Clause 9.9;
- 9.10.3 if and to the extent the Headlessee has paid any sums to Network Rail pursuant to Clause 9.9 and has not received reimbursement of such amounts from either Network Rail or the Beneficiary, then the Headlessee shall be subrogated to the rights of Network Rail against the Beneficiary in respect thereof and Network Rail shall at the request of the Headlessee join any proceedings to facilitate such subrogation; and
- 9.10.4 any reasonable neglect, delay or forbearance on the part of Network Rail in demanding or enforcing any payment or covenant or condition shall not release, exonerate or in any way affect the liability of the Headlessee under Clause 9.9 provided that if Network Rail has any claim against the Headlessee pursuant to the indemnity in Clause 9.9 it shall take all commercially reasonable steps at the Headlessee's costs to mitigate any losses that could be the subject of such claim.
- 9.11 If Network Rail has served a First Enforcement Notice and the event or circumstance that led to such First Enforcement Notice being served is subsequently remedied, Network Rail shall inform the Headlessee and the Underlessee of the remedial action that has been taken promptly after becoming aware of the same and shall confirm to the Headlessee and the Underlessee whether Network Rail withdraws the First Enforcement Notice. If the First Enforcement Notice is withdrawn, the Indemnity Period shall end on, and excluding, the date of such withdrawal.

10. NOTICES AND COMMUNICATIONS

- 10.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post, or by facsimile, to the party on whom the notice is to be served at the relevant address for service set out in Schedule Part 2, or to such other address in the United Kingdom as that party may specify by notice to the other party to this Agreement.

10.2 Any such notice or other communication shall be deemed to have been received by the party to whom it is addressed as follows:-

10.2.1 if sent by hand or recorded delivery when so delivered or in the case of pre-paid first class post, 2 days after posting; and

10.2.2 if sent by facsimile, upon sending (where such transmission occurs before 17.00 hours on the day of transmission) and (in any other case) on the day following the day of transmission, provided that the sender obtains, and if required to do so by the person to whom the notice is alleged to have been sent produces, confirmation of uninterrupted transmission by a transmission report generated by the facsimile machine in question, or other sufficient evidence of transmission.

11. GOVERNING LAW AND SUBMISSION TO JURISDICTION

11.1 Governing law

This Agreement shall be governed by and construed in accordance with Scots law.

11.2 Jurisdiction

Subject to the provisions of the Depot Access Conditions the parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Agreement.

12. TRIPLICATES

This Agreement shall be executed in triplicate, one for delivery to each party.

13. REGISTRATION FOR PRESERVATION AND EXECUTION

Registration of this Agreement for preservation, or for execution, either in the Books of the Lords of Council and Session, or in Sheriff Court Books, is expressly prohibited.

IN WITNESS WHEREOF these presents consisting of this and the preceding [fifteen] pages together with the Schedule of three Parts annexed hereto are executed by the parties as follows:-

Subscribed for and on behalf of the said Network Rail at [] on the [] day of [] 20[] by the person hereunder subscribing in the presence of the witness subscribing opposite and whose details are set out below:

Signature	Witness signature
Name (block capitals)	Witness name (block capitals)
Network Rail Director/Secretary/ Authorised Signatory	Witness address
	
	

Subscribed for and on behalf of the said Headlessee at [] on the [] day of [] 20[] by the person hereunder subscribing in the presence of the witness subscribing opposite and whose details are set out below:-

..... Headlessee Director/Secretary/ Authorised Signatory	 Witness (signature)
---	------------------------------

..... (Signatory full name)	 (Witness full name)
--------------------------------	------------------------------

..... (Witness full address)

.....

.....

Subscribed for and on behalf of the Beneficiary at [] on the [] day of [] 20[] by the person hereunder subscribing in the presence of the witness subscribing opposite and whose details are set out below:-

.....
Beneficiary Director/Secretary/
Authorised Signatory

.....
Witness (signature)

.....
(Signatory full name)

.....
(Witness full name)

.....
(Witness full address)

.....

.....

THE SCHEDULE

This is the Schedule of Three Parts referred to in the foregoing Collateral Agreement entered into between the Headlessee, Network Rail and [] for Edinburgh Craigentenny light maintenance depot.

SCHEDULE PART 1 Contract Particulars

1. Beneficiary

Name:

Registered office:

2. Depot Access Agreement

Access Agreement dated [] between the Underlessee and the Beneficiary granting the Beneficiary permission to use Edinburgh Craigentenny light maintenance depot.

3. Details of Underlessee

Name: Hitachi Rail Europe Limited

Registered Office: 40 Holborn Viaduct
London
EC1N 2PB

SCHEDULE PART 2

Notices

- 1. Address for service on the Headlessee**
(Attention: [])
[Address]

[Fax No.]
- 2. Address for service on Network Rail**
(Attention: [])
[Address]

[Fax No.]
- 3. Address for service on the Beneficiary**
(Attention: [])
[Address]

[Fax No.]

SCHEDULE PART 3
Remedies

- (1) The amount referred to in Clause 8.1.2(a) is 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (2) The amount referred to in Clause 8.1.2(b) is 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (3) The amount referred to in Clause 8.1.2(c) is 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (4) The amount referred to in Clause 8.1.3(a) is 10% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (5) The amount referred to in Clause 8.1.3(b) is 10% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (6) The amount referred to in Clause 8.1.3(c) is 10% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (7) The amount referred to in Clause 8.1.4(a) is 5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (8) The amount referred to in Clause 8.1.4(b) is 5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (9) The amount referred to in Clause 8.1.4(c) is 5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.

.....
Headlessee Director/Secretary/Authorised Signatory

.....
Network Rail Director/Secretary/Authorised Signatory

.....
Beneficiary Director/Secretary/Authorised Signatory

ANNEX PART 5

MISCELLANEOUS PROVISIONS

- (1) The Omnibus Scottish Supplemental Agreement between British Railways Board and Railtrack (Supplemental Agreement Number 1.12 of the Railtrack Transfer Scheme 1994) made on 1st April 1994 (but excluding the effect thereof in relation to the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) Railtrack entitled "Mines and Minerals Supplemental Agreement (Real Property)" forming part of the Railtrack Transfer Scheme.
- (2) The leases referred to in the definitions "Headlease" and "Underlease" are the agreed form versions of each such lease as appended to the Agreement for Lease dated [◆] made between Network Rail, the Headlessee and the Underlessee, or (once completed) the completed forms of each such lease.
- (3) The agreements referred to in the definition of "Included Existing Agreements" are:
 - (a) the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) Railtrack and entitled "Agreements for Leases, Site Damarcations, Connection Agreements and BRT Easements", the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) British Railways Board and entitled "Supplemental Agreement for Leases (Real Property)", the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) British Railways Board and entitled "Property Miscellaneous Provisions Agreement" and the Supplemental Agreement referred to in paragraph 1 (but excluding the effect thereof in relation to the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) Railtrack entitled "Mines and Minerals Supplemental Agreement (Real Property)" forming part of the Railtrack Transfer Scheme) all of which form part of the Railtrack Transfer Scheme;

- (b) the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) BR Telecommunications Limited and entitled "Framework Agreement relating to grant of easement and property leases" which forms part of the Railtrack Transfer Scheme and the British Rail Telecommunications Transfer Scheme;
 - (c) the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) BR Telecommunications Limited and entitled "Agreement for Leases, Property Licences and Grant of Easements" which forms part of the British Rail Telecommunications Transfer Scheme; and
 - (d) the Tripartite Supplemental Agreement made 1st April 1995 between (1) British Railways Board (2) Railtrack and (3) the Depot Facility Owner and entitled "Agreement relating to the grant of leases, easements and other estates and interests at Stations and Passenger Light Maintenance Depots".
- (4) The percentage referred to in the definition "Requisite Majority" is 85%.
- (4A) The minimum number of train departures from the Depot of trains governed by the TARA per Accounting Period referred to in the definitions of "Requisite Majority" and "Total Departures" is 560.
- (5) The provisions referred to in Condition A1.4 are: None
- (6) NOT USED.
- (7) NOT USED.
- (8) NOT USED.
- (9) The date referred to in Condition G4.2 is the date which is 60 days after the date of the Headlease.

- (10) The amount referred to in Conditions H2.1.1 and H2.2.1 is 0.25% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (11) The amount referred to in Conditions H2.1.2 and H2.2.2 is 0.25% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (12) The amount referred to in Condition H4.1.2 is 2.5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (13) The parking spaces referred to in Condition K8 are: None.
- (14) The amount referred to in Condition L3.1.2(a) is 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time, save in respect of a claim by the Underlessee against the Headlessee or a claim by the Headlessee against the Underlessee where Condition 3.1.2 shall not apply.
- (15) The amount referred to in Condition L3.1.2(b) is 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (16) The amount referred to in Condition L3.1.3(a) is 10% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time, save in respect of a claim by the Underlessee against the Headlessee or a claim by the Headlessee against the Underlessee where Condition 3.1.3 shall not apply.
- (17) The amount referred to in Condition L3.1.3(b) is 10% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (18) The amount referred to in Condition L3.1.4(a) is 5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time, save in respect of a claim by the Underlessee against the Headlessee or a claim by the Headlessee against the Underlessee where Condition 3.1.4 shall not apply.

- (19) The amount referred to in Condition L3.1.4(b) is 5% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time.
- (20) The amount referred to in Condition N1.9.2(b) is £5,000 or 1% of the sum of the Rent and the Equipment Rent payable under the Headlease from time to time whichever is the greater.
- (21) The number of years referred to in Condition Q1.1 is six years.

ANNEX PART 6

REMEDIES

Part A Allowable Network Rail Minutes Delay

1219 minutes per Accounting Period

Part B Network Rail Minutes Delay Cap

120 minutes in respect of each incidence of Network Rail Minutes Delay

Part C Network Rail Minutes Delay Threshold

30 minutes in respect of each incidence of Network Rail Minutes Delay

Part D Rates of payment

£50 per minute of Excess Network Rail Minutes Delay

ANNEX PART 7

UNDERLESSEE'S OWN SERVICES

1. In this Annex:

"Fuel Point Exam" means the work and procedures to be carried out by the Underlessee as more fully described in the Fuel Point Exam Specification;

"Fuel Point Exam Specification" means, in respect of each type of railway vehicle, the specification for a fuel point examination as set out in the relevant Underlessee's Running Maintenance Programme;

"Gasoil" means gasoil for traction conforming with the BS2869 Part II: 1988 Class A2 or better or equivalent, marked and dyed in accordance with HM Customs & Excise Regulations and including any additives which may properly be required;

"Running Maintenance Programme" means, in respect of each type of railway vehicle, the Specification for Vehicle Maintenance and Work Arising in respect of the relevant railway vehicle;

"Vehicle Maintenance" means the maintenance work and procedures to be carried out by the Underlessee as more fully described in the relevant Running Maintenance Programme;

"Wheel Repairs" means any work required in relation to the wheels or the railway vehicles in consequence or as a result of, or in addition to, Wheel Re-Profiling and/or UAT;

"Wheel Re-Profiling" means the re-profiling of the wheels of railway vehicles by the operation of either a ground wheel lathe or a centre wheel lathe; and

"Work Arising" means further maintenance and repair work and procedures required to be carried out on a railway vehicle to prepare such railway vehicle for service and arising from Vehicle Maintenance.

2. The Underlessee shall carry out all Underlessee's Own Services in accordance with the relevant specifications (if any) contained or referred to in this Annex Part 7 or, if none are so contained or referred to, in accordance with methods and practices customarily used in good and prudent railway industry practice including Railway Group Standards and Safety Obligations.

PART 1 OF ANNEX PART 7

Fleet Maintenance and Level of Services

1. Vehicle Maintenance

Type of Railway Vehicle: Super Express Train	Type of Exam: 1-day Exam 10-day Exam 50-day Exam 100-day Exam 200-day Exam 400-day Exam
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2. Underlessee's Running Maintenance Programmes

Type of Railway Vehicle: Super Express Train	Running Maintenance Programme: The Running Maintenance Programme in effect at the Commencement Date of the first Depot Access Agreement
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3. Minimum Level of Services

	Vehicle Maintenance – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of 1-day Exams	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400
Number of 10-day Exams	1036	1036	1036	1036	1036	1036	1036	1036	1036	1036	1036	1036	1036	13468
Number of 50-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 100-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 200-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 400-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Work Arising (labour: standard hours) – Super Express Train													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
All activities	2348	2348	2348	2348	2348	2348	2348	2348	2348	2348	2348	2348	2348	30521

Diagram:

The following Diagrams:

101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119,
120, 121, 122, 123, 124, 125, 126,
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610,

These Diagram references relate to those Diagrams which are in place as at the Commencement Date.

4. Maximum Level of Services

	Vehicle Maintenance – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of 1-day Exams	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	72800
Number of 10-day Exams	2044	2044	2044	2044	2044	2044	2044	2044	2044	2044	2044	2044	2044	26572
Number of 50-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 100-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 200-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of 400-day Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Work Arising (labour: standard hours) – Super Express Train													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
All activities	4666	4666	4666	4666	4666	4666	4666	4666	4666	4666	4666	4666	4666	60661

PART 2 OF ANNEX PART 7
Fuelling and Fuel Point Exams

1. Minimum Level of Services

	Fuelling and Fuel Point Exams – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Fuel Point Exams	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400
Gasoil (thousand litres)	121	121	121	121	121	121	121	121	121	121	121	121	121	1567

Diagram:

The following Diagrams:

101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119,
120, 121, 122, 123, 124, 125, 126,
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610,

These Diagram references relate to those Diagrams which are in place as at the Commencement Date.

2. Maximum Level of Services

	Fuelling and Fuel Point Exams – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Fuel Point Exams	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	72800
Gasoil	241	241	241	241	241	241	241	241	241	241	241	241	241	3133

(thousand litres)														
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3.

Traction Units

Super Express Train Vehicles

PART 3 OF ANNEX PART 7
Exterior Cleaning

1. Minimum Level of Services

	Exterior Cleaning – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles requiring an exterior clean	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

Diagram:

The following Diagrams:

101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119,
120, 121, 122, 123, 124, 125, 126,
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610,

These Diagram references relate to those Diagrams which are in place as at the Commencement Date.

2. Maximum Level of Services

	Exterior Cleaning – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles requiring an exterior clean	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	72800

PART 4 OF ANNEX PART 7
Stabling Specification

1. Minimum Level of Services

	Stabling – Super Express Train Half Set Equivalents (HSE)*													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of HSE* stabled	560	560	560	560	560	560	560	560	560	560	560	560	560	7280
Number of concurrent HSE* at any time	42	42	42	42	42	42	42	42	42	42	42	42	42	N/a

Diagram:

The following Diagrams:

101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119,
120, 121, 122, 123, 124, 125, 126,
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610,

These Diagram references relate to those Diagrams which are in place as at the Commencement Date.

2. Maximum Level of Services

	Stabling – Super Express Train Half Set Equivalents (HSE)													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of HSE* stabled	1120	1120	1120	1120	1120	1120	1120	1120	1120	1120	1120	1120	1120	14560
Number of concurrent HSE* at any time	42	42	42	42	42	42	42	42	42	42	42	42	42	N/a

* As per the TARA, a Half Set Equivalent (or "HSE") is a unit of depot stabling or workload capacity comprising up to five (5) Vehicles of any Super Express Set Type (such that six (6) to ten (10) Vehicles is equal to two (2) Half Set Equivalents and eleven (11) to fifteen (15) Vehicles is equal to three (3) Half Set Equivalents)

3. Covered Accommodation

Not required.

4. Road Access

Not required.

5. Traction Current

Required.

6. Security arrangements required by the Underlessee

None.

PART 5 OF ANNEX PART 7
Wheel Re-profiling

1. Wheel Re-profiling

Up to 650 axles per year

2. UAT

Up to 710 axles per year

3. Wheel Repairs

N/a

PART 6 OF ANNEX PART 7
Regular Cleaning

1. Minimum Level of Services

	Regular Cleaning – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles requiring an interior clean	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

Diagram:

The following Diagrams:

101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119,
120, 121, 122, 123, 124, 125, 126,
301, 302, 303, 304, 305, 306, 307, 308, 309, 310,
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610,

These Diagram references relate to those Diagrams which are in place as at the Commencement Date.

2. Maximum Level of Services

	Exterior Cleaning – Super Express Train Vehicles													
	Consecutive Accounting Periods in each Accounting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles requiring an interior clean	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	5600	72800

PART 7 OF ANNEX PART 7
Off-Depot Services

1. Description of Services

As required from time to time in connection with the performance of the Headlessee's obligations under the MARA and/or TARA and/or the Underlessee's compliance with those obligations as they are flowed down to the Underlessee under the sub-contract arrangements between the Headlessee and the Underlessee, provision of call-out attention to deal with faults on and failures of trains operated by or on behalf of the Underlessee and/or the IEP Operator.

2. Services Specification

Not used.

ANNEX PART 8
BENEFICIARY TRAIN PREPARATION

Maximum Beneficiary Train Preparation Time

10 minutes for Class 800 train types

30 minutes for all other train types

40 minutes for all railway vehicles operated by or on behalf of CrossCountry Train Operating Company

.....
Underlessee Director/Secretary/Authorised Signatory