

**THIS AMENDMENT DEED** (this *Deed*) is made on

01 September 2023

**BETWEEN:**

- (1) **RAIL FOR LONDON LIMITED**, whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN and registered number is 05965930 (*RfL*); and
- (2) **ARRIVA RAIL LONDON LIMITED**, whose registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP and registered number is 04165861 (the *Operator*).

**WHEREAS:**

- (A) RfL and the Operator entered into a concession agreement dated 26 April 2016 as amended from time to time (the *Concession Agreement*), whereby RfL agreed to appoint the Operator to provide railway passenger services on the London Overground Network and the Operator agreed to be appointed to provide those railway passenger services.
- (B) RfL and the Operator (the *Parties*) now wish to make the following amendments to the Concession Agreement.

**WITNESSES:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, words and expressions not otherwise defined herein shall (unless the context otherwise admits) have the same meanings as in the Concession Agreement.

1.2 All references in this Deed are to references in the Concession Agreement unless the context otherwise requires.

1.3 Clause 1 (*Interpretation*) as set out in the Concession Agreement shall apply, *mutatis mutandis*, to this Deed, except that references in this Deed to Recitals, clauses, Schedules, Parts, paragraphs and Appendices are to Recitals, clauses, Schedules, Parts of Schedules, paragraphs of Schedules and Appendices of Schedules of this Deed and Schedules and Appendices form part of this Deed, in each case, unless expressly specified to the contrary.

**2. AMENDMENTS TO CONCESSION AGREEMENT**

2.1 The Concession Agreement shall be amended from the date of this Deed in accordance with Schedule 1 (*Changes to Definitions in the Concession Agreement*) to Schedule 5 (*Changes to Schedule 20 of the Concession Agreement*) inclusive.

2.2 The Parties have undertaken a Run of the Model Suite of the Concession Agreement to produce:

- (a) re-stated amounts and values of FXD, VCRPI and PRPI for each relevant Concession Year set out in the table in Appendix 1 to Schedule 11.2 (*Annual Concession Payments and Indexation*); and
- (b) consequential changes to the amounts and values for each relevant Concession Year set out in Table 1 and Table 2 in the Appendix to Schedule 11.4 (*Threshold Profit*).

2.3 The Parties agree and acknowledge that the matters in this Deed shall not constitute a Change for the purpose of the Concession Agreement.

2.4 Save as amended by this Deed, the Concession Agreement (including all notices, letters, acknowledgements, documents and certificates served thereunder and in connection therewith) shall remain unamended and in full force and effect.

### **3. EFFECTIVE SERVICE OF NOTICE BY RFL UNDER PARAGRAPH 1.1 OF SCHEDULE 19 OF THE CONCESSION AGREEMENT**

The Parties acknowledge and agree that, notwithstanding any other provision of the Concession Agreement, entry into this Deed by both Parties shall constitute effective notice by RFL to the Operator that the Concession Agreement shall continue after the Initial Expiry Date on the terms set out in the Concession Agreement for 26 Reporting Periods, for the purposes of paragraph 1.1 of Schedule 19 (*Continuation of London Overground Concession*) of the Concession Agreement (as amended by this Deed).

### **4. COUNTERPARTS**

This Deed may be executed in counterparts each of which will constitute one and the same document.

### **5. FURTHER ASSURANCE**

Each of the Parties agree to perform (or procure the performance of) all further acts and things within its control, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable law or as may be necessary or reasonably desirable to implement and/or give effect to this Deed.

### **6. GOVERNING LAW AND JURISDICTION**

6.1 This Deed and any non-contractual obligations arising out of or in relation to this Deed are governed by English Law.

6.2 Save as expressly provided otherwise in this Deed, the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Deed, including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, or legal relationships established by, this Deed; and
- (b) any non-contractual obligations arising out of or in connection with this Deed,




and each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

### **7. THIRD PARTIES**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the *Third Parties Act*) to enforce any term of this Deed (but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Act).

**EXECUTED** and **DELIVERED** as a deed by the Parties on the day and year first above written.

**EXECUTION PAGE**

<p>EXECUTED AS A DEED BY <b>RAIL FOR LONDON LIMITED</b> ACTING BY ITS ATTORNEY [REDACTED] IN THE PRESENCE OF:</p>		
<p>[REDACTED] ..... <i>SIGNATURE OF WITNESS</i></p>		<p>[REDACTED] .....</p>
<p>..... <i>NAME (CAPITALS)</i> Palestra ..... 197 Blackfriars Road ..... London SE1 8NJ ..... <i>ADDRESS</i></p>		
<p>SIGNED FOR AND ON BEHALF OF <b>ARRIVA RAIL LONDON LIMITED</b></p>		<p>[REDACTED] .....</p>
<p>DIRECTOR:</p>		<p>[REDACTED] .....</p>
<p>DIRECTOR:</p>		

## SCHEDULE 1

### CHANGES TO DEFINITIONS IN THE CONCESSION AGREEMENT

#### 1. CHANGES TO CLAUSE 2 OF THE CONCESSION AGREEMENT

1.1 The following changes shall be made to the definitions in clause 2 (*Definitions*):

(a) the definition of *Expiry Date* shall be deleted and replaced by the following:

*'Expiry Date* means the later of:

- (a) the Initial Expiry Date;
- (b) if RfL exercises its discretion to continue this Agreement pursuant to paragraph 1.1 of Schedule 19 (*Continuation of London Overground Concession*), the Extended Term Expiry Date; or
- (c) the date to which this Agreement is continued in accordance with paragraph 1.4 of Schedule 19.'

(b) the following additional definitions shall be inserted in their correct alphabetical position:

*'Extended Term Expiry Date* means 0159 on 3 May 2026;'

## SCHEDULE 2

### CHANGES TO SCHEDULE 10 OF THE CONCESSION AGREEMENT

#### 1. CHANGES TO SCHEDULE 10.1 OF THE CONCESSION AGREEMENT

The table in Schedule 10.1 (*List of Committed Obligations and Committed Obligation Payments*) of the Concession Agreement shall be amended by including the following additional Committed Obligations, provided that the column headings below are only included for reference here:

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Committed Obligation	Delivery Date	Nature of COP ('RP' or 'PB')	Committed Obligation Payment (£)
A	<p><b>Safety &amp; Security</b></p> <p>A1 The Operator shall deliver to RfL by no later than 31 August 2024 a costed plan (which anticipates an expenditure of at least ██████████) to upgrade or replace life-expired CCTV and CIS assets across the London Overground Network.</p> <p>A2 The Operator and RfL shall promptly discuss (each acting reasonably) the costed plan referred to in paragraph A1 with the purpose of agreeing the funding and a programme for acting on those recommendations and achieving those outcomes.</p> <p>A3 Subject to the Operator and RfL agreeing the funding and the programme by no later than 07 September 2024, the Operator shall deliver the plan once it is agreed to complete the upgrade or replacement of life-expired CCTV and CIS assets by 3 May 2026.</p>	<p>Deliver plan in paragraph A1 on or before 31 August 2024</p> <p>Subject to the Operator and RfL agreeing the funding and the programme by no later than 07 September 2024, complete the upgrade by 3 May 2026</p> <p>Promptly meet to discuss recommendations and outcomes</p>	PB	██████████ (in relation to paragraph A1)
B	<p><b>Social Value Fund</b></p> <p>B1 The Operator shall establish a fund of at least ██████████ by no later than 31 August 2024 (the "Social Value Fund") and the Social Value Fund will be used to support initiatives captured in the Operator's Social Value Strategy. The Operator shall submit to RfL its proposals for how the sums will be spent and (each party acting reasonably) shall agree the proposals.</p> <p>B2 On or before 31 August 2024, the Operator shall submit to RfL its proposed social value initiatives to be funded by the Social Value Fund. Subject to RfL approving the proposed social value initiatives by no later than 07 September 2024, the Operator shall implement the social value initiatives such that the Social Value Fund of at least ██████████ is expended to</p>	<p>Establish the Social Value Fund by 31 August 2024 and spend in accordance with the strategy agreed pursuant to paragraph B2.</p> <p>Subject to RfL approving the social value initiatives to be funded by the Social Value Fund by no later than 07</p>	PB	██████████ (in relation to paragraph B1)
			RP	Amount of underspend ██████████ (in relation to B2)

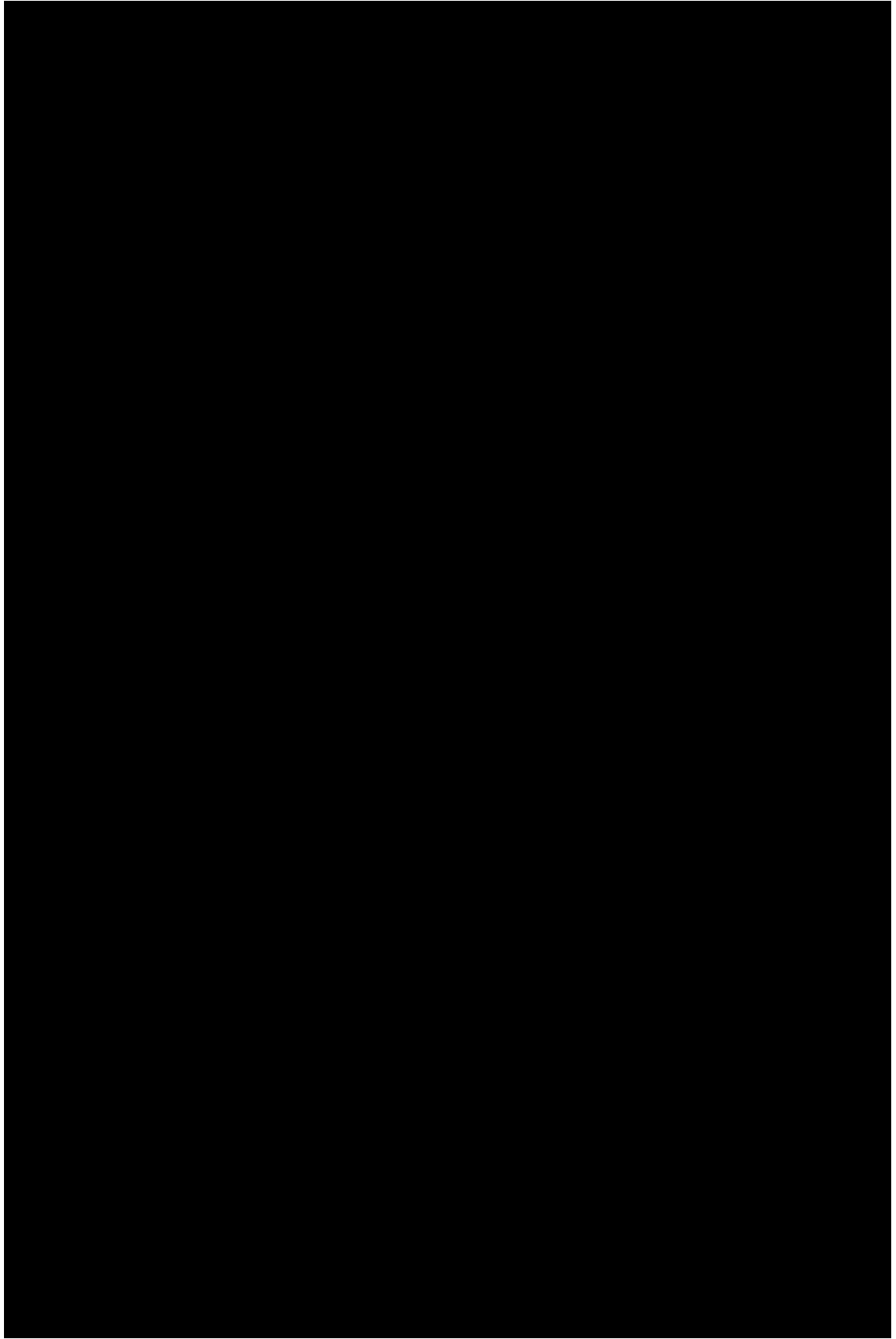
Column 1	Column 2	Column 3	Column 4	Column 5
No.	Committed Obligation	Delivery Date	Nature of COP ('RP' or 'PB')	Committed Obligation Payment (£)
	support initiatives by 3 May 2026.	September 2024, deliver the strategy in paragraph B2 on or before 31 August 2024 and expend the funds in full by 3 May 2026.		
<b>C</b>	<p><b>Environment</b></p> <p>C1 The Operator shall deliver to RfL by no later than 31 August 2024 a costed plan (which anticipates an expenditure of at least ████████) to extend the roll-out of LED lighting on station platforms and public areas, which shall include completing the remaining ELL Stations and NLL Stations.</p> <p>C2 The Operator and RfL shall promptly discuss (each acting reasonably) the costed plan referred to in paragraph C1 with the purpose of agreeing funding and a programme for acting on those recommendations and achieving those outcomes.</p> <p>C3 Subject to the Operator and RfL agreeing the funding and the programme by no later than 07 September 2024, the Operator shall implement the plan to extend the roll-out of LED lighting on station platforms and public areas, which shall include completing the remaining ELL Stations and NLL Stations and complete this by 3 May 2026.</p>	<p>Deliver plan in paragraph C1 on or before 31 August 2024</p> <p>Promptly meet to discuss recommendations and outcomes.</p> <p>Subject to the Operator and RfL agreeing the funding and the programme by no later than 07 September 2024, implement the plan by 3 May 2026.</p>	PB	██████ (in relation to paragraph C1)
<b>D</b>	<p><b>Joint Plan for Revenue Protection</b></p> <p>D1 The Operator shall deliver to RfL a plan for approval describing how the Operator will work with TfL to coordinate joint revenue and security events, deploying existing resources, at key interchange locations that will drive down ticketless travel and anti-social behaviour, including (but not limited to) assaults, vandalism and trespass.</p>	<p>Submit plan in D1 on or before 31 August 2024 and each anniversary thereafter for the remainder of the Concession Term</p>	PB	██████ (in relation to paragraph D1)

### **SCHEDULE 3**

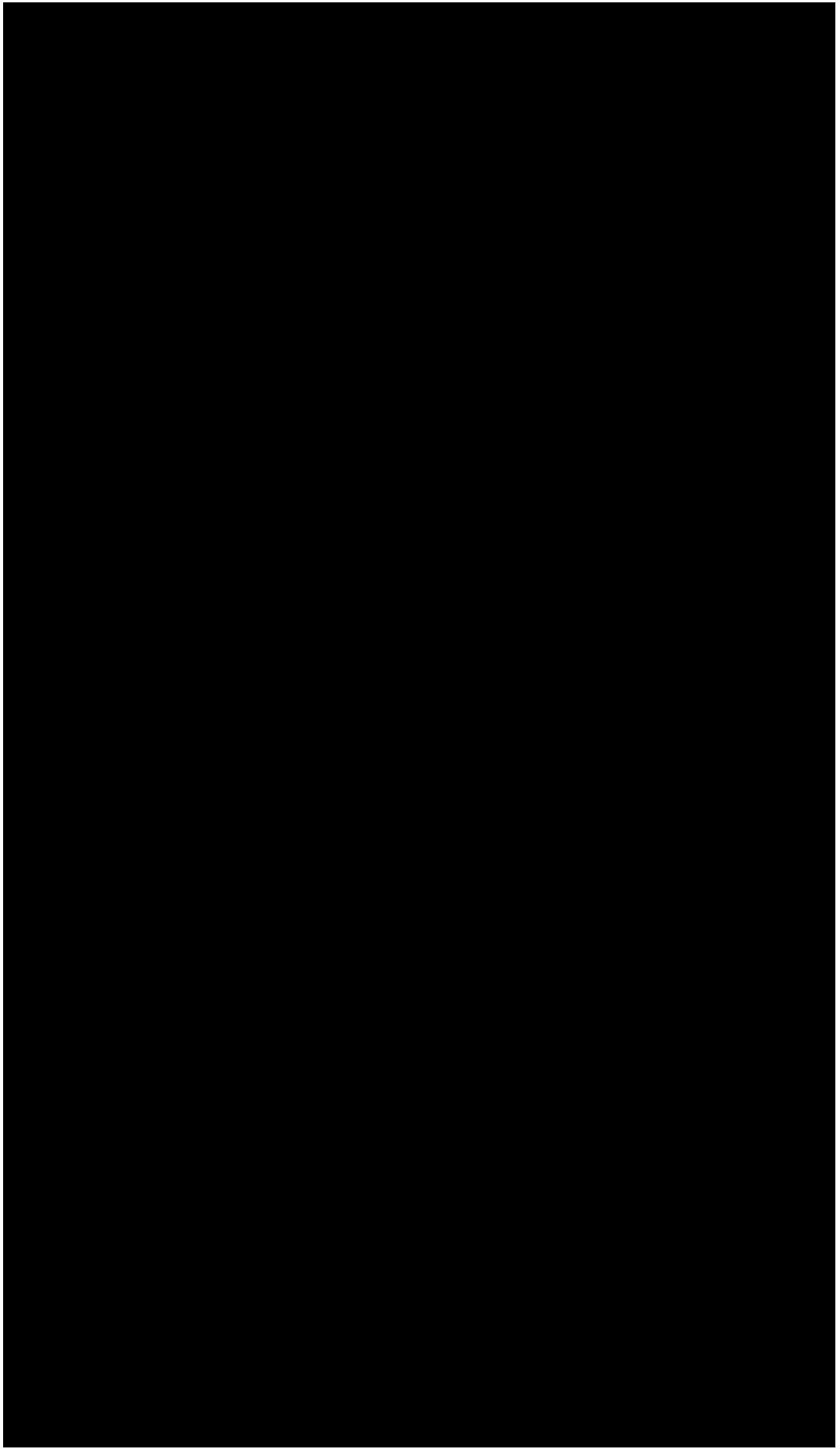
#### **CHANGES TO SCHEDULE 11 OF THE CONCESSION AGREEMENT**

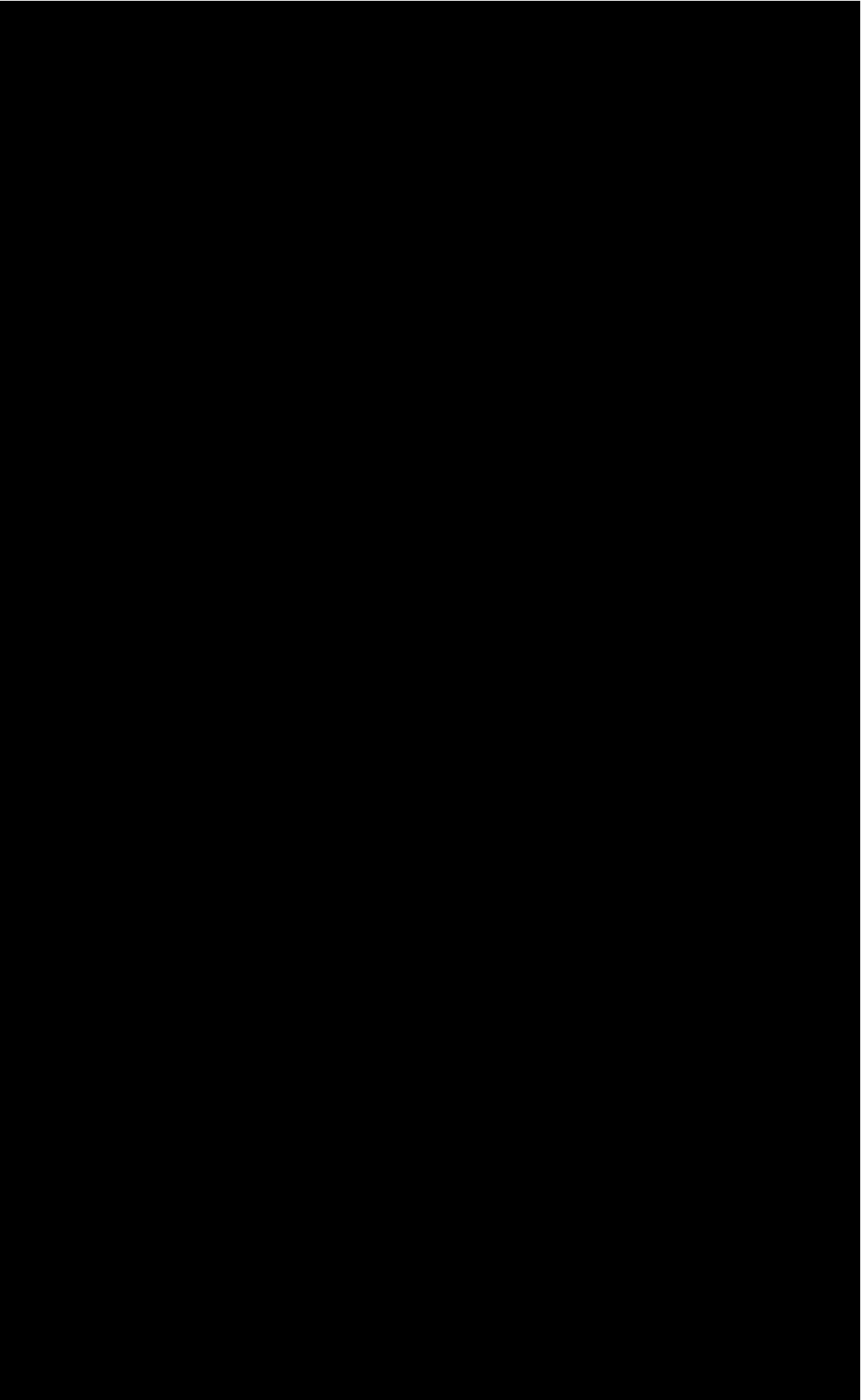
##### **1. CHANGES TO SCHEDULE 11.2 (ANNUAL CONCESSION PAYMENTS AND INDEXATION) OF THE CONCESSION AGREEMENT**

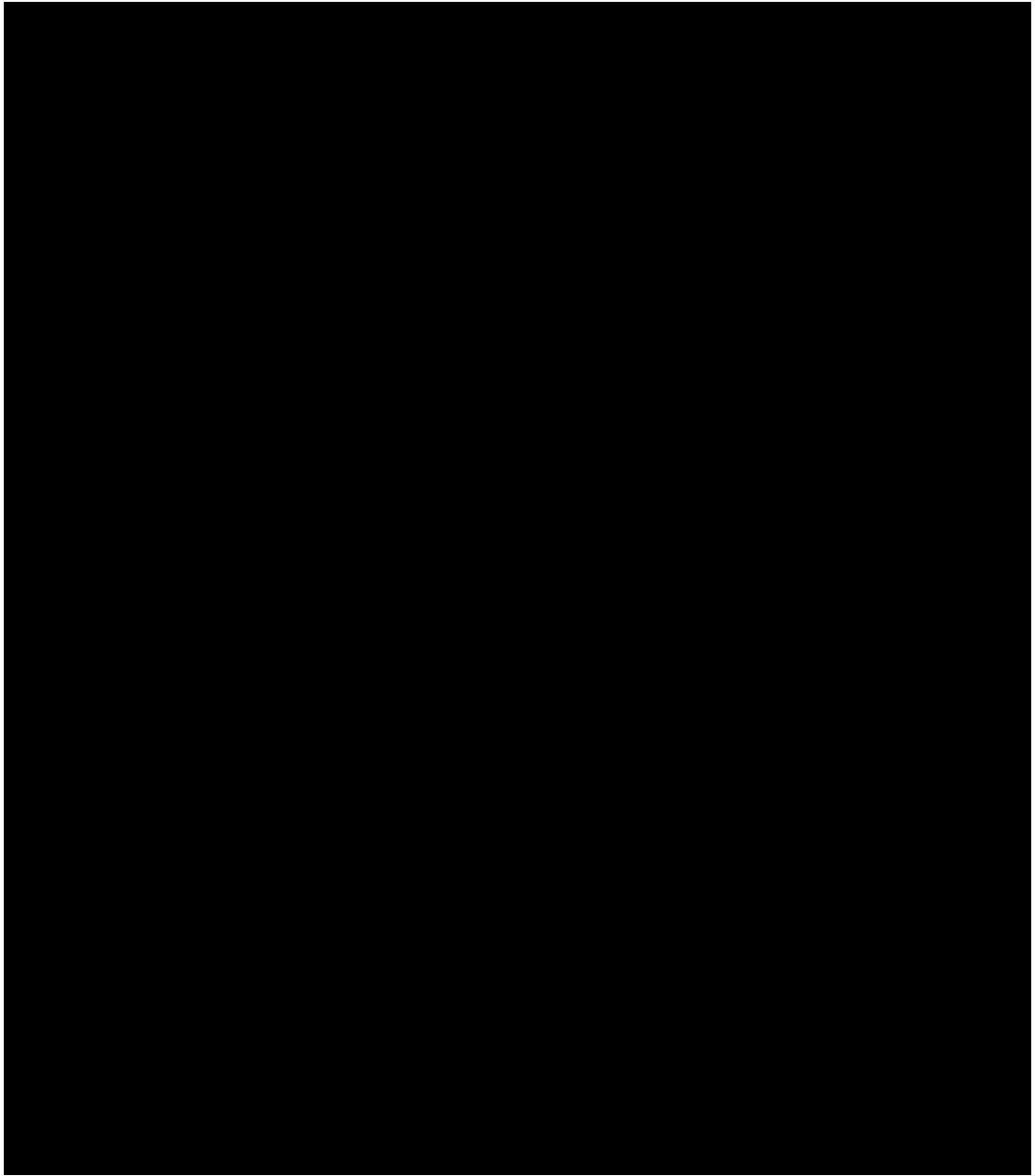
- 1.1 Immediately following paragraph 3 of Schedule 11.2 of the Concession Agreement, insert new paragraph 4 as follows:











**2. CHANGES TO APPENDIX 1 TO SCHEDULE 11.2 OF THE CONCESSION AGREEMENT**

The rows for Year 8 onwards in the table in Appendix 1 (*Annual Concession Payment Figures*) to Schedule 11.2 (*Annual Concession Payments and Indexation*) of the Concession Agreement shall be deleted and replaced with the following rows for Year 8 onwards:

Column 1	Column 2	Column 3	Column 4
Concession Year	FXD (£)	VCRPI (£)	PRPI (£)
Year 8 (1 April 2023 to 31 March 2024)	██████████	██████████	██████████
Year 9 (1 April 2024 to 27 April 2024)	██████████	██████████	██████████

Column 1	Column 2	Column 3	Column 4
Concession Year	FXD (£)	VCRPI (£)	PRPI (£)
<p><b>Year 9 continued if 26 Reporting Period continuation (Year 9 potentially 28 April 2024 to 31 March 2025)</b></p>	[0]	██████████	██████████
<p><b>Year 10 if 26 Reporting Period continuation (Year 10 potentially 1 April 2025 to 31 March 2026)</b></p>	0	██████████	██████████
<p><b>Year 11 if 26 Reporting Period continuation (Year 11 potentially 1 April 2026 to 2 May 2026)</b></p>	0	██████████	██████████

Column 1	Column 2	Column 3	Column 4
Concession Year	FXD (£)	VCRPI (£)	PRPI (£)
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Year 11 continued if (up to) 7 Reporting Period extension (Year 11 potentially 3 May 2026 to 14 Nov 2026)</b> </div>	0	[REDACTED]	[REDACTED]

**3. CHANGES TO THE APPENDIX TO SCHEDULE 11.4 OF THE CONCESSION AGREEMENT**

3.1 The rows for Year 8 onwards in Table 1 (*Threshold Profit in relation to Concession Payments in Appendix 1 to Schedule 11.2, with Priced Option not called but Service Increments called*) in the Appendix (*Threshold Profit*) to Schedule 11.4 (*Profit Share*) of the Concession Agreement shall be deleted and replaced with the following rows for Year 8 onwards:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Concession Year	Cumulative Threshold Profit (£)	Service Increment 3a	Service Increment 3b	Service Increment 4a	Service Increment 4b	Service Increment 4c	Service Increment 4d	Service Increment 4e	Service Increment 5
		Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)
Year 8 (1 April 2023 to 31 March 2024)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 9 (1 April 2024 to 27 April 2024)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 9 continued if 26 Reporting Period continuation (Potentially 28 April 2024 to 31 March 2025)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Concession Year	Cumulative Threshold Profit (£)	Service Increment 3a	Service Increment 3b	Service Increment 4a	Service Increment 4b	Service Increment 4c	Service Increment 4d	Service Increment 4e	Service Increment 5
		Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)
Year 10 if 26 Reporting Period continuation (Potentially 1 April 2025 to 31 March 2026)	██████████	██	██	██	██████████	██████████	██████████	██████████	██████████
Year 11 if 26 Reporting Period continuation (Potentially 1 April 2026 to 2 May 2026)	██████████	██	██	██	██████████	██████████	██████████	██████████	██████████
Year 11 continued if (up to) 7 Reporting Period extension (Potentially 3 May 2026 to 14 Nov 2026)	██████████	██	██	██	██████████	██████████	██████████	██████████	██████████



3.2 The rows for Year 8 onwards in Table 2 (*Threshold Profit in relation to Concession Payments in Appendix 1 to Schedule 11.2, with Priced Option and Service Increments called*) in the Appendix (*Threshold Profit*) to Schedule 11.4 (*Profit Share*) of the Concession Agreement shall be deleted and replaced with the following rows for Year 8 onwards:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Concession Year	Priced Option	Service Increment 3a	Service Increment 3b	Service Increment 4a	Service Increment 4b	Service Increment 4c	Service Increment 4d	Service Increment 4e	Service Increment 5
	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)
Year 8 (1 April 2023 to 31 March 2024)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 9 (1 April 2024 to 27 April 2024)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 9 continued if 26 Reporting Period continuation (Potentially 28 April 2024 to 31 March 2025)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Concession Year	Priced Option	Service Increment 3a	Service Increment 3b	Service Increment 4a	Service Increment 4b	Service Increment 4c	Service Increment 4d	Service Increment 4e	Service Increment 5
	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)	Cumulative Threshold Profit (£)
Year 10 if 26 Reporting Period continuation (Potentially 1 April 2025 to 31 March 2026)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 11 if 26 Reporting Period continuation (Potentially 1 April 2026 to 2 May 2026)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Year 11 continued if (up to) 7 Reporting Period extension (Potentially 3 May 2026 to 14 Nov 2026)	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████

## SCHEDULE 4

### CHANGES TO SCHEDULE 19 OF THE CONCESSION AGREEMENT

#### 1. CHANGES TO SCHEDULE 19 OF THE CONCESSION AGREEMENT

1.1 Paragraph 1 of Schedule 19 (*Continuation of London Overground Concession*) shall be deleted and replaced with the following:

##### '1. CONTINUATION OF TERM

##### **Continuation for 26 Reporting Periods at RfL's discretion**

1.1 RfL may, in its sole discretion, by 5pm on 1 September 2023, notify the Operator that this Agreement shall continue after the Initial Expiry Date on the terms set out in this Agreement for 26 Reporting Periods.

1.2 If RfL serves such notice, this Agreement shall continue on its terms until the Extended Term Expiry Date, unless otherwise terminated in accordance with its terms.

##### **Continuation for Additional Seven Reporting Periods**

1.3 RfL's rights pursuant to paragraph 1.4 shall apply regardless of when this Agreement is scheduled to terminate.

1.4 If RfL gives notice to the Operator not less than three months before:

(a) the Initial Expiry Date; or

(b) if this Agreement is continued beyond the Initial Expiry Date in accordance with paragraph 1.1, the Extended Term Expiry Date,

(and RfL shall be entitled to serve such notice in either such circumstances), this Agreement shall continue after such date on the terms set out in this Agreement for not less than one and not more than seven Reporting Periods, as RfL may stipulate in such notice.'

## SCHEDULE 5

### CHANGES TO SCHEDULE 20 OF THE CONCESSION AGREEMENT

#### 1. CHANGES TO SCHEDULE 20 OF THE CONCESSION AGREEMENT

1.1 Paragraph 4 of Schedule 20 (*Other Provisions*) shall be deleted and replaced with the following:

#### 4. NOTICES

##### Notices

4.1 Any notice, notification or other communication under or in connection with the matters specified in Schedule 17.4 (Termination and Expiry) or any dispute 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 to the relevant party at the address for service set out below, or to such other address in the United Kingdom as each party may specify by notice in writing to the other party.

4.2 Any other notice, notification or other communication under or in connection with this Agreement not specifically referred to in paragraph 4.1 shall be in writing and shall be delivered:

- (a) in accordance with paragraph 4.1; or
- (b) by electronic data transfer,

except that it shall be marked for the attention of the Contract Manager or the Concession Manager as appropriate.

Name: Rail for London Limited

Address: 42-50 Victoria Street, London SW1H 0TL

E-mail: To be advised to the Operator by RfL from time to time

Attention: Head of Concession Management

Care of: TfL Legal

Name: Arriva Rail London Limited

Address: 1 Admiral Way, Doxford International Business Park,  
Sunderland, Tyne & Wear, SR3 3XP

E-mail: To be advised to RfL by the Operator from time to time

Attention: Managing Director

### **Deemed Receipt**

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

(a) if sent by hand or recorded delivery, when delivered;

(b) if sent by pre-paid first class post, from and to any place within the United Kingdom, three Business Days after posting unless otherwise proven; and

(c) if sent by electronic data transfer, upon sending, subject to receipt by the sender of a 'delivered' confirmation (provided that the sender shall not be required to produce a 'read' confirmation).'

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**Dated 01 September 2023**

**RAIL FOR LONDON LIMITED**

**and**

**ARRIVA RAIL LONDON LIMITED**

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**DEED OF AMENDMENT NO. 4 IN RESPECT OF THE  
LONDON OVERGROUND CONCESSION AGREEMENT**

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