

NINTH Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

LONDON NORTH EASTERN RAILWAY LIMITED
as Train Operator

**relating to amendments to a Track Access
Contract (Passenger Services) dated 03 March 2017**

THIS SUPPLEMENTAL AGREEMENT is dated 29TH AUGUST 2018 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**"); and
- (2) **LONDON NORTH EASTERN RAILWAY LIMITED**, a company registered in England under number 04659712 having its registered office at East Coast House, 25 Skeldergate, York, YO1 6DH (the "**Train Operator**").

Background:

- (A) Network Rail and East Coast Main Line Company Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2017 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) On 24 June 2018 the rights and obligations of East Coast Main Line Company Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 21 June 2018 under Schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (the Parties) now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Supplemental Agreement words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.
- 2.2 Effective Date means the date on which the ORR issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

3. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

- 3.1 At the beginning of the Contract, in the section setting out the names and address of the Parties to the Contract, the name and registered office of East Coast Main Line Company Limited shall be deleted and replaced with the following:

"London North Eastern Railway Limited, a company registered in England under number 04659712 having its registered office at East Coast House, 25 Skeldergate, York, YO1 6DH (the "Train Operator")."

- 3.2 Schedule 1 of the Contract shall be deleted in its entirety and replaced with the Schedule 1 set out in Appendix 1 of this Supplemental Agreement.
- 3.3 Paragraph 3 of Schedule 3 of the Contract shall be deleted and replaced with the following paragraph:
- “A Services Agreement dated 24 June 2018 between (1) the Secretary of State for Transport, (2) DfT OLR Holdings Limited and (3) London North Eastern Railway Limited (“LNER”) under the Act under which LNER undertakes to provide or procure the provision of all or a material part of the Services”.
- 3.4 In Clause 1.1 Definitions, of the Contract, the definition of “Franchise Agreement” shall be deleted.
- 3.5 In Clause 1.1 Definitions, of the Contract, a new definition of “**Services Agreement**” shall be inserted after the definition of “**Services**” as follows:
- “**Services Agreement**” means the Services Agreement referred to in Schedule 3;”.
- 3.6 In Clause 1.1 Definitions, of the Contract, the definition of “**Franchisee**” shall be deleted and replaced with the following:
- “**Franchisee**” means London North Eastern Railway Limited (LNER)”.
- 3.7 In paragraph 1.1 (g) of Schedule 6 of the Contract, delete the words “Franchise Agreement” and replace them with the words “Services Agreement”.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to the “Contract”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of England and Wales.

6. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

7. COUNTERPARTS

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

IN WITNESS of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY)
for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)



SIGNED BY)
for and on behalf of)
LONDON NORTH EASTERN)
RAILWAY LIMITED)



APPENDIX 1

SCHEDULE 1: CONTACT PARTICULARS

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited
2nd Floor
One Eversholt Street
London
NW1 2DN

Tel: 020 7904 4001

Email Address: notices@networkrail.co.uk

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"

and copied (for courtesy) to:

The Route Managing Director
Network Rail (LNE & EM Route)
Floor 4B
George Stephenson House
Toft Green
York
YO1 6JT

Tel: 01904 383 145

2. The Train Operator's address for the service of notices is:

London North Eastern Railway Limited
East Coast House
25 Skeldergate
York
YO1 6DH

Tel: 0116 366 3058

All written notices to be marked:

"URGENT: ATTENTION THE MANAGING DIRECTOR"

and copied (for courtesy) to the:

APPENDIX 1

**Regulation & Track Access Manager
London North Eastern Railway Limited
East Coast House
25 Skeldergate
York
YO1 6DH**

All written notices to be marked:

"URGENT: ATTENTION THE REGULATION & TRACK ACCESS MANAGER"