

11TH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST TRANSPENNINE EXPRESS LIMITED

11th Supplemental Agreement to the TRACK ACCESS CONTRACT (PASSENGER SERVICES) between
Network Rail Infrastructure Limited ("NR") and First TransPennine Express Limited ("FTPE") – dated 03
March 2016 – amendments to Schedule 5 Specified Rolling Stock

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THIS 11th SUPPLEMENTAL AGREEMENT is dated 25th Jan 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) **FIRST TRANSPENNINE EXPRESS LIMITED**, a company registered in England under number 09000801 having its registered office at 50 Eastbourne Terrace, Paddington, London W2 6LG.

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 03 March 2016 in a form approved and directed by the Office of Rail and Road pursuant to section 17 of the Railways Act 1993 ("the Act") hereafter referred to as the "**Contract**").
- (B) 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 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 or earlier termination of the Contract.
- 2.2 Effective Date means the later of 02:00 on 1st April 2018 and the date on which the Office of Rail and Road approves the terms of the Supplemental Agreement under Section 22 of the Act.

3. AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT

- 3.1 The Contract shall be amended as follows:

Paragraph 5.1 of Schedule 5 to the Contract shall be deleted in its entirety and replaced with the version as set out in Annex A to this Supplemental Agreement.

4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, 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. **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.

6. **LAW**

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

7. **COUNTERPARTS**

This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED BY *M.J. Frobisher*

Print name..... *MARTIN FROBISHER*

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY *Leo Goodwin*

Print name..... *LEO GOODWIN*

Duly authorised for and on behalf of

FIRST TRANSPENNINE EXPRESS LIMITED

Annex A: Changes to Specified Equipment

“Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

- i. Class 350
- ii. Class 185
- iii. Class 170
- iv. Class 68 locomotives
- v. Mk. 3 coaches

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail’s rolling stock library.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the “Specified Equipment”.