

18TH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST TRANSPENNINE EXPRESS LIMITED

18th Supplemental Agreement to the TRACK ACCESS CONTRACT (PASSENGER SERVICES) between
Network Rail Infrastructure Limited ("NR") and First TransPennine Express Limited ("FTPE") – Amendment
to Appendix 1 of Schedule 8

CONTENTS

1.	INTERPRETATION.....	2
2.	OFFICE OF RAIL AND ROAD – GENERAL APPROVAL.....	2
3.	EFFECTIVE DATE AND TERM.....	2
4.	AMENDMENTS TO THE CONTRACT.....	2
5.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT.....	3
6.	THIRD PARTY RIGHTS.....	3
7.	LAW.....	3
8.	COUNTERPARTS.....	3

THIS 18th SUPPLEMENTAL AGREEMENT is dated 16-5-2018 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 is 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

In this Supplemental Agreement:

- 1.1 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;
- 1.2 "Effective Date" means 00.01 hours on 27th May 2018.

2. OFFICE OF RAIL AND ROAD – GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. EFFECTIVE DATE AND TERM

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.

4. AMENDMENTS TO THE CONTRACT – SCHEDULE 8

4.1 The Contract shall be amended as follows:

Appendix 1 of Schedule 8 will be deleted and replaced in its entirety with the version set out in Annex 1 to this Supplemental Agreement.

The parties are seeking to make this amendment in order to adjust the values in columns B and F of Appendix 1 to neutralise the impact of changes made to berthing offsets.

5. 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.

6. LAW

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

7. 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.

8. 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.

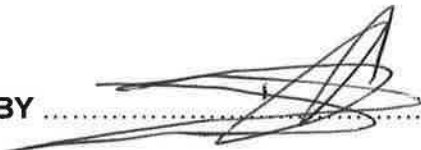
IN WITNESS of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY M.J. Frobisher

PRINT NAME M. J. FROBISHER

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

PRINT NAME Darren Higgins

Duly authorised for and on behalf of

FIRST TRANSPENNINE EXPRESS LIMITED

Annex 1

APPENDIX 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Service Group	Network Rail				TOC			Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate								
		(Not used)	(Not used)	Total		(Not used)	(Not used)							
EA01 North Transpennine All Trains	2014-15								30	120	731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 731 Newcastle – Manchester Airport 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 732 Scarborough/York – Liverpool 733 Hull – Manchester 733 Hull – Manchester 733 Hull – Manchester 733 Hull – Manchester 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport 734 Middlesbrough – Manchester Airport	Forward Forward Forward Reverse Reverse Reverse Reverse Forward Forward Forward Reverse Reverse Reverse Reverse Forward Forward Reverse Reverse Forward Forward Reverse Forward Reverse Reverse Reverse Reverse	Manchester Piccadilly Leeds York Manchester Airport Manchester Piccadilly Newcastle Leeds York Liverpool Lime Street Manchester Piccadilly Leeds York Manchester Piccadilly Scarborough Leeds York Manchester Piccadilly Leeds Leeds Hull Manchester Piccadilly Manchester Airport Leeds York Manchester Piccadilly Middlesbrough Leeds York	

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not used)	(Not used)	Total		(Not used)	(Not used)	Total							
EA02 South Transpennine All Trains	2014-15	█		█	█			█	60	240	817 817 817 817 817 817 817	Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes Manchester-Sheffield-Doncaster-Cleethorpes	Forward Forward Forward Reverse Reverse Reverse Reverse	Manchester Piccadilly Cleethorpes Doncaster Sheffield Manchester Piccadilly Manchester Airport Sheffield Doncaster	█ █ █ █ █ █ █

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not used)	(Not used)	Total		(Not used)	(Not used)	Total							
EA07 Preston - Scotland All Trains	2014-15	█		█	█			█	90	360	730 730 730 730 730	Manchester Airport Preston - Glasgow/Edinburgh Manchester Airport Preston - Glasgow/Edinburgh Manchester Airport Preston - Glasgow/Edinburgh Manchester Airport Preston - Glasgow/Edinburgh Manchester Airport Preston - Glasgow/Edinburgh	Forward Forward Forward Forward Reverse Reverse Reverse Reverse	Manchester Oxford Road Preston Carlisle Glasgow Central Edinburgh Carlisle Preston Manchester Oxford Road Manchester Airport	█ █ █ █ █ █ █ █