

SIXTY FIFTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRANSPENNINE TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 03 MARCH 2016

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THIS SIXTY FIFTH SUPPLEMENTAL AGREEMENT is dated and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) **TRANSPENNINE TRAINS LIMITED**, a company registered in England under number 12544930 having its registered office at 7TH Floor, Bridgewater House, 58-60 Whitworth Street, Manchester, M1 6LT (the "**Train Operator**").

BACKGROUND:

- (A) Network Rail and First TransPennine Express Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2016 and amended by various supplemental agreements 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) On 28 May 2023, the rights and obligations of First TransPennine Express Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 28 May 2023 under schedule 2 of the Railways Act 2005.

Whereas

The parties have been directed under Section 22A of the Act to enter into this Sixty Fifth Supplemental Agreement in order to amend the Contract as described below.

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; and
- 1.2 "Effective Date" means: 02:01 on the 14th December 2025 .

2 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 at 01:59 on the Subsidiary Change Date 2026.

3 AMENDMENTS TO THE CONTRACT

3.1 Schedule 5 of the Track Access Contract shall be updated as follows:

In Schedule 5 of the Contract, the rows set out in Appendix A to this Supplemental agreement shall be added to Table 2.2.

4 GENERAL

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 any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

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

SIGNED by

duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by)

duly authorised for and on behalf of)
TRANSPENNINE TRAINS LIMITED)

APPENDIX A*Table 2.2: Additional Passenger Train Slots^{56th,65th}***Service Group: North Transpennine – From 02:01 14th December 2025**

<u>1</u>						<u>2</u>		
Service Group: EA01								
Service description: North Transpennine						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Newcastle	Edinburgh Waverley		Northbound	21731000	802	8 ^{1,2}	8 ^{1,2}	7 ^{1,2}
Edinburgh Waverley	Newcastle		Southbound	21731000	802	8 ^{2,3}	8 ^{2,3}	7 ^{2,3}

¹ Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation. Seven services permitted to call at Reston. One service only permitted to call at Cramlington and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail. A second service only permitted to call at Cramlington if expressly agreed by Network Rail prior to operation and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail.

² From the Subsidiary Change Date 2026 the quantum will revert to 0

³ Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation. Seven services permitted to call at Reston. One service only permitted to call at Cramlington and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail. A second service only permitted to call at Cramlington if expressly agreed by Network Rail prior to operation and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail.

OFFICIAL

<u>1</u>						2		
Service Group: EA01								
Service description: North Transpennine						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Newcastle	Manchester Victoria		Westbound	21731000	802	1 ²	1 ²	0
Huddersfield	Leeds		Eastbound	21733000	185	7 ²	7 ²	0
Leeds	Huddersfield		Westbound	21733000	185	6 ²	6 ²	0