

**NINETIETH 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

## CONTENTS

1	INTERPRETATION	1
2.	EFFECTIVE DATE AND TERM	1
3.	AMENDMENTS TO THE CONTRACT	2
4.	GENERAL	2
5.	THIRD PARTY RIGHTS	2
6.	LAW	2
7.	COUNTERPARTS	2

**THIS NINETYETH SUPPLEMENTAL AGREEMENT** is dated 2<sup>nd</sup> February 2026 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 7<sup>TH</sup> 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.

**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; and
- 1.2 “Effective Date” means: the later of:
  - 1.2.1 the date upon which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms in this Supplemental Agreement

**2 EFFECTIVE DATE AND TERM**

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 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 Table 2.1 for Service Group EA01, the lines of entry for Saltburn – Manchester Airport and for Manchester Airport - Saltburn shall be amended to reflect the lines of entry as set out in Appendix A of this Supplemental Agreement.

### **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**

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**Chris Jackson (Managing Director)**

**APPENDIX A**

**Passenger Train Slots**

*Table 2.1: Passenger Train Slots <sup>35th/43rd/44th/46th/55th/56th/57th/78th/58th/83rd/90th</sup>*

**Service Group: North Transpennine**

<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
Manchester Airport	Saltburn	Manchester Victoria /Yarm	Eastbound	21734000	185	13	13	6
Saltburn	Manchester Airport	Manchester Victoria / Yarm	Westbound	21734000	185	13	13	5