Thirty Ninth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1 December 2022

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THIS THIRTY NINTH SUPPLEMENTAL AGREEMENT is dated 19 October 2026 and made

BETWEEN:

(1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW ("**Network Rail**"); and

(2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

WHEREAS:

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

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

(A) words and phrases 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

(B) "Effective Date" means the date on which the ORR issued its direction pursuant to Section 22A of the Act.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the date on which the ORR issued its direction pursuant to Section 22A of the Act and shall cease on the expiry date or earlier termination of the contract.

3. **AMENDMENTS TO SCHEDULE 5**

3.1 In Schedule 5 Table 2.2 (Additional Passenger Train Slots), Row 5 in Service Group HF02 shall be deleted and replaced with the version set out in Annex A to this supplemental agreement.

4. **GENERAL**

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 during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to "the contract" or, as the case may be, the "Agreement", "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 of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by

Print name **GARY WALSH**
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name **ANDY MELLORS**
Duly authorised for and on behalf of
FIRST TRENITALIA WEST COAST RAIL LIMITED