

10TH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST TRANSPENNINE EXPRESS LIMITED

**relating to amendments to Schedule 4 and Schedule 7 of the
Track Access Contract (Passenger Services) dated 03 March 2016**

CONTENTS

1.	INTERPRETATION.....	3
2.	EFFECTIVE DATE AND TERM.....	3
3.	RETROSPECTIVE EFFECT.....	3
4.	AMENDMENTS TO THE CONTRACT.....	4
5.	OTHER CHARGES.....	4
6.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT.....	4
7.	LAW.....	4
8.	THIRD PARTY RIGHTS.....	4
9.	COUNTERPARTS.....	4

THIS 10th SUPPLEMENTAL AGREEMENT is dated 25th AUGUST 2017
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 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties wish to amend the Access Charge Supplement in Schedule 4, Part 5, and the Fixed Track Access Charge in Schedule 7 of the Contract as a result of a number of services in the North West transferring to Arriva Rail North Ltd on 1st April 2016.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

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 Date or earlier termination of the Contract.
- 2.2 Effective Date means the date on which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

3. RETROSPECTIVE EFFECT

Notwithstanding the Effective Date, the amendments shall be applied retrospectively from 02:00 on 1st April 2016.

4. AMENDMENTS TO SCHEDULE 4 OF THE CONTRACT

In Schedule 4, Part 5 of the Contract, paragraph 1 shall be deleted and replaced with the following:

"The Train Operator shall pay or procure the payment to Network Rail of an Access Charge Supplement for Restrictions of Use (ACSRU) in respect of each Period equal to 1/13 of the amount specified below (as indexed in accordance with paragraph 2) in respect of the Relevant Year commencing 1 April in which the first day of the relevant Period falls:

2016-2017 £5,315,425

2017-2018 £5,198,368

2018-2019 £5,133,073

Each such payment shall be made within 35 days after the end of the relevant Period."

5. AMENDMENTS TO SCHEDULE 7 OF THE CONTRACT

In Schedule 7 of the Contract, the definition of "Schedule of Fixed Charges" shall be deleted and replaced with:

"Schedule of Fixed Charges means:

£ in 2012/13 prices

2016-2017 £8,673,161

2017-2018 £11,457,951

2018-2019 £23,726,408"

6. 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.

7. 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.

8. 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.

9. 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.S. Froisher

PRINT NAME MARTIN FROISHER

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY E. Collins

PRINT NAME E. COLLINS

Duly authorised for and on behalf of

FIRST TRANSPENNINE EXPRESS LIMITED