

TWENTY SEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST/KEOLIS TRANSPENNINE LIMITED

Relating to amendments to Schedule 1 and Schedules 5

macROBERTS

CONTENTS

Clause		Page No.
1.	INTERPRETATION	1
2.	EFFECTIVE DATE AND TERM	1
3.	AMENDMENTS TO THE CONTRACT	1
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	2
5.	LAW	2
6.	THIRD PARTY RIGHTS	3
7.	COUNTERPARTS	3

THIS TWENTY SEVENTH SUPPLEMENTAL AGREEMENT is dated
and made

2008

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587, having its registered office at Kings Place, 90 York Way, London, N1 9AG ("Network Rail"); and
- (2) **FIRST/KEOLIS TRANSPENNINE LIMITED** (the "**Train Operator**"), a private company limited by shares registered in England and Wales under company number 04113923, having its registered office at 50 Eastbourne Terrace, Paddington, London W2 6LR.

Background:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 30 January 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- B. The parties now propose to enter into this Supplemental Agreement in order to amend the Contract to change the registered address of Network Rail and permit driver training for Class 170's on new routes.

IT IS 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 date upon which the ORR issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments to the Contract in paragraph 3.1 made pursuant to this Supplemental Agreement shall have effect, unless otherwise stated, from the Effective Date until the Expiry Date of the contract.
- 2.2 The amendments to the Contract in paragraph 3.2 made pursuant to this Supplemental Agreement shall have effect, unless otherwise state, from the Effective Date and shall cease to have effect at 0159 hours on the 14 December 2008.

3. AMENDMENTS TO THE CONTRACT

- 3.1 Schedule 1 paragraph 1 shall be deleted and replaced with the following:

1. Network Rail's address for service of notices is:
Network Rail Infrastructure Limited
Kings Place
90 York Way
London
N1 9AG
Tel: 020 3336 9595
Fax: 020 3336 9300

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"

and copied to:

The Route Director

Network Rail Infrastructure Limited

4th Floor

George Stephenson House

York

YO1 6JT

Tel: 01904 383145

Fax: 01904 383262

3.2 Schedule 2 shall be amended as follows:

3.2.1 paragraph 2.25 shall be amended by the deletion of the word “and” at the end of the sentence;

3.2.2 paragraph 2.26 shall be amended by the deletion of the full stop at the end of the sentences and shall be replaced with a semi-colon; followed by the word “and”;

3.2.3 the following new sub-paragraphs shall be inserted:

“2.27 Marsden to York via Wakefield Kirkgate.”;

3.2.4 Schedule 5 shall be amended by the deletion of the wording of paragraph 2.15 in its entirety and the insertion of the words ‘Not Used’.

3.2.5 The following new paragraph will be inserted into schedule 5 directly following paragraph 2.14:

“2.16 The Train Operator has Contingent Rights to:

- (i) make Ancillary Movements of class 170 vehicles for the express purpose of driver training, between Marsden and York via Wakefield Kirkgate as listed in paragraph 2 to Schedule 2; and
- (ii) make Ancillary Movements, for driver training and/or empty stock movements of class 170 vehicles over the Routes listed in Schedule 2 to access the Routes between Marsden and York via Wakefield Kirkgate,

with the rights granted by this paragraph 2.16 being contingent on the necessary route acceptance being obtained by the Train Operator.”

4. 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 Effective Date 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 require otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. LAW

The Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

6. 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.

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

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name.....

Duly authorised for and on behalf of
FIRST/KEOLIS TRANSPENNINE LIMITED