

EIGHTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC

**Relating to Schedule 5 of the
Track Access Contract (Passenger Services)**

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THIS EIGHTH SUPPLEMENTAL AGREEMENT is dated

2008 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a company registered in England under company number 2904587, having its registered office at Kings Place, 90 York Way, London, N1 9AG; and
- (2) **NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC** (the "**Train Operator**"), a company registered in England under number 2490244, having its registered office at Pickering Station, Pickering, North Yorkshire, YO18 7AJ.

Background:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 18 January 2007 in a form approved by the Office of Rail Regulation pursuant to Section 18(7) of the Act as amended by various supplemental agreements in a form approved by the Office of Rail Regulation pursuant to Section 22 of the Act (the "**Contract**").
- B. The parties now propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the Contract, being an amendment to the agreement of the kind specified in the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008.

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 00:01 hours on 21 September 2008.

2. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008.

3. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and unless otherwise stated, from 00:01 hours on the Effective Date and shall cease to have effect at 0159 hours on 22 September 2008.

4. AMENDMENT TO SCHEDULE 5

Schedule 5, Table 4.1: Calling Patterns, Column 3 shall be amended by the insertion of the following new entries (with the table headings included for ease of reference only):

Table 4.1: Calling Patterns.

1					2	3
Service Group [nnnn]						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Grosmont	Whitby	N/A	N/A	22241000		
Whitby	Battersby	N/A	N/A	22241000		Kildale
Battersby	Whitby	N/A	N/A	22241000		Kildale
Whitby	Grosmont	N/A	N/A	22241000		

5. 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 the 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.

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.

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.

IN WITNESS WHEREOF 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.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC

