

NINTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

NORTHERN RAIL LIMITED

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

CONTENTS

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

THIS NINTH SUPPLEMENTAL AGREEMENT is dated 6th Jan 2012 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a public company limited by shares registered in England under company number 02904587, having its registered office at Kings Place, 90 York Way, London, N1 9AG ("**Network Rail**"); and
- (2) **NORTHERN RAIL LIMITED**, a company registered in England and Wales under company number 04619954, having its registered office at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY (the "**Train Operator**").

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 6 January 2010 as amended by various supplemental agreements (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.

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.

2 ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable Changes and Miscellaneous Changes) General Approval 2009.

3 EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the date signed and shall cease to have effect at 0159 hours on the Expiry Date or earlier termination of the Contract

4 AMENDMENT TO SCHEDULE 5

Schedule 5 (Table 5.1 Specified Equipment) shall be amended by the addition of 'Class 37, 47 and up to four Mark II Coaches' in the Additional Specified Equipment column in service group ED02 Lancashire and Cumbria for the following service description between Carlisle and Preston

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 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.

6. **LAW**

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

7. **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.

8. **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, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED by.....

Print name..... P. VEKSTER

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name..... R. WARNES

duly authorised for and on behalf of
NORTHERN RAIL LIMITED