

FORTY EIGHTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST/KEOLIS TRANSPENNINE LIMITED

**Relating to Schedule 2 of the
Track Access Contract**

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THIS FORTY EIGHTH SUPPLEMENTAL AGREEMENT is dated 8th February 2012 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under company number 02904587, 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 6LG.

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.

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 0200 on 9 February 2012 and shall cease to have effect at 0200 on 11 February 2012.

4 AMENDMENT TO SCHEDULE 2

4.1 Insert a new paragraph 3.3 as follows:

“3.3 Route to Wolverton Works

From the Main Routes and Diversionary Routes to/from:

Manchester Piccadilly to Wolverton Works via Macclesfield or Crewe, Colwich Junction and Tamworth.”

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. VENSER**.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....**CHRS NUTTON**.....

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