

THIRTY-FOURTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

HULL TRAINS COMPANY LIMITED

as Train Operator

relating to the Track Access Contract dated 17 March
2016

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THIS THIRTY-FOURTH SUPPLEMENTAL AGREEMENT is dated 09 June 2025 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) **HULL TRAINS COMPANY LIMITED**, (the "Train Operator"), a private company limited by shares registered in England under company number 3715410, having its registered office at The Point, 8th Floor, 37 North Wharf Road, London, W2 1AF.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 17 March 2016 following directions issued by the Office of Rail and Road pursuant to Section 17 of the Act (the "Agreement").
- (B) The parties wish to amend the Agreement in the terms described below.

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 Agreement 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 made 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. AMENDMENTS TO THE AGREEMENT

- 3.1 Table 4.1 (and associated footnote) of Schedule 5 shall be deleted in its entirety and replaced as set out in Annex A to this Supplemental Agreement.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE AGREEMENT

The parties agree that the Agreement, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Agreement to "the Agreement", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement as amended by this Supplemental Agreement.

5. **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.

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.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by

)



)

duly authorised for and on behalf of

)

NETWORK RAIL

)

Paul Rutter

INFRASTRUCTURE LIMITED

)

SIGNED by

)



)

duly authorised for and on behalf of

)

Louise Mendham

HULL TRAINS COMPANY LIMITED

)

Service Delivery Director

4. ANNEX A

4 Calling Patterns

Table 4.1: Calling Patterns^{5th 33rd 34th}

1					2	3
Service Group PF01						
Service description London King's Cross – Beverley						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London King's Cross	Hull	Hatfield Retford Selby	1.1	21750001	Grantham, Retford, Doncaster, Selby, Howden, Brough	Stevenage ¹
Hull	Beverley		1.2	21750001		Cottingham

Notes to table:

¹ Rights expire at Principal Change Date 2025. The Train Operator may only bid to call at Stevenage a maximum of one Passenger Train Slot in the northbound direction on Sundays with such Passenger Train Slots limited to the pickup of passengers only. In the southbound direction the Train Operator may only bid to call at Stevenage a maximum of two Passenger Train Slots on Sundays with such Passenger Train Slots limited to set down of passengers only,