

Fortieth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

NYMR PLC

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 17th January 2007

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Annex A

THIS FORTIETH SUPPLEMENTAL AGREEMENT is dated 4 August 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 Offices, London, SE1 8SW (“Network Rail”); and
- (2) **NYMR PLC**, (the “Train Operator”), a company registered in England under number 2490244 having its registered office at Pickering Station, Pickering, North Yorkshire, YO18 7AJ.

WHEREAS:

- (A) Network Rail and NYMR PLC entered into a Track Access Contract (Passenger Services) dated 17th January 2007 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the “**Contract**”).
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the Contract.

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 Contract 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 For the purposes of this Supplemental Agreement, “Effective Date” means the later of:
 - (a) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
 - (b) 02.00 on the 2025 Principal Change Date, i.e. 14 December 2025.

3. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 In Schedule 5 of The Contract, Table 2.1: Passenger Train Slots and associated footnote shall be deleted in its entirety and replaced as set out in Annex 1 to this Supplemental Agreement.
- 3.2 In Schedule 5 of The Contract, Table 2.2: Additional Passenger Train Slots and associated footnote shall be deleted in its entirety and replaced as set out in Annex 1 to this Supplemental Agreement.

4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The Contract, 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 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.

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.

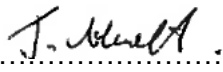
6. **LAW**

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 two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by..........

Print name... JASON HAMILTON.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..........

Print name... P. MIDDLETON.....

Duly authorised for and on behalf of
NYMR PLC

40th Supplemental Agreement

Annex A

Schedule 5 - Table 2.1 & Table 2.2

2 Passenger Train Slots^{40th}

Table 2.1: Passenger Train Slots¹

1

2

Service Group PR01^{1, 29th}

Service description North Yorkshire Moors Railway^{27th}

Passenger Train Slots^{34th}

From	To	Via	Description	TSC	Total Weekday	Saturday	Sunday
Grosmont	Whitby	N/A	N/A	22241000	4	4	2
Whitby	Grosmont	N/A	N/A	22241000	4	4	2

Notes to Table:

¹ These Services may only be scheduled to operate on the dates as set out in Appendix 1 to this Schedule 5.

Table 2.2: Additional Passenger Train Slots^{37th 40th}

1

Service Group PR01²

Service description^{27th}

From To Via Description TSC

Grosmont	Whitby	N/A	N/A	22241000
Whitby	Grosmont	N/A	N/A	22241000

2

Additional Passenger Train Slots

**Total
Weekday Saturday Sunday**

4	2 ^{2nd}	2
4	4	2

Notes to table:

² These Services may only be scheduled to operate in accordance with paragraph 2.4