

SEVENTY SECOND SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

NORTHERN TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 03 MARCH 2016

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THIS 72ND SUPPLEMENTAL AGREEMENT is dated 11th February 2026
and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) **NORTHERN TRAINS LIMITED**, a company registered in England under number 03076444, having its registered office at George Stephenson House, Toft Green, York, England, YO1 6JT (the "**Train Operator**").

BACKGROUND:

- (A) Network Rail and Arriva Rail North Limited entered into a Track Access Contract (Passenger Services) dated 3 March 2016 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) On 1st March 2020, the rights and obligations of Arriva Rail North Limited under the contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 1st March under schedule 2 of the Railways Act 2005.
- (C) The parties propose to amend the Contract in the manner and on the terms described below.

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: The later of:
 - 1.2.1 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
 - 1.2.2 02:00 on the Principal Change Date 2026

2. EFFECTIVE DATE AND TERM

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 at the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 In Schedule 5, the lines of entry for ED05.16 Leeds to Huddersfield via Dewsbury and Huddersfield to Leeds via Dewsbury contained within Table 2.1 for service group ED05 West and North Yorkshire Local shall be deleted in their entirety and replaced with the lines of entry for ED05.16 Leeds to Huddersfield via Dewsbury and Huddersfield to Leeds via Dewsbury as set out in Annex 1 of this Supplemental Agreement. The accompanying footnotes as set out in Annex 1 shall also be added to Table 2.1 for service group ED05.

4. GENERAL

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 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

)

PHIL JAMES
ROUTE DIRECTOR – NORTH WEST

duly authorised for and on behalf of

)

NETWORK RAIL
INFRASTRUCTURE LIMITED

)

)

SIGNED by

)

ROB WARNES
STRATEGIC DEVELOPMENT DIRECTOR

duly authorised for and on behalf of

)

)

NORTHERN TRAINS LIMITED

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Annex 1

Service Group ED05 – West and North Yorkshire Local

Table 2.1: Passenger Train Slots *16th 18th 30th 33rd 55th 62nd 57th 66th 67th 72nd*

From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Huddersfield	Leeds	Dewsbury	ED05.16	12225110	150	4 ⁴	0	15 ⁴	19 ⁴	19 ⁴	15 ⁴
Leeds	Huddersfield					0	3 ⁵	15 ⁵	18 ⁵	18 ⁵	16 ⁵

⁴Part of the total quantum shown is effective from PCD (December) 2026 only. Until PCD 2026, effective quantum is: Morning Peak 2, Off Peak 6, Weekday 8, Saturday 8, Sunday 7. From PCD 2026, the full quantum listed in the table becomes effective^{72nd}

⁵Part of the total quantum is effective from PCD (December) 2026 only. Until PCD 2026, effective quantum is: Evening Peak 2, Off Peak 6, Weekday 8, Saturday 8, Sunday 7. From PCD 2026, the full quantum listed in the table becomes effective^{72nd}