

FIFTH 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 FIFTH SUPPLEMENTAL AGREEMENT is dated

12TH MARCH

2017 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; 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 4th Floor, Europa House, 184 Ferensway, Hull HU1 3UT.

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 Agreement as set out in this Supplemental Agreement shall have effect from the Effective Date.
- 2.2 "Effective Date" means the later of:
 - a) 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; and
 - b) the Subsidiary Change Date 2017.

3. AMENDMENTS TO THE AGREEMENT

- 3.1 In Table 4.1: Calling Patterns to Schedule 5 of the Agreement the "None" in column 3 in the entry for Hull and Beverley with description 1.2 shall be deleted and replaced with "Cottingham".

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)
INFRASTRUCTURE LIMITED)



SIGNED by)
)
duly authorised for and on behalf of)
HULL TRAINS COMPANY LIMITED)



ANDY WYLIE