

TWENTY SEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

HULL TRAINS COMPANY LIMITED

as Train Operator

relating to the Track Access Agreement dated 22
September 2000

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THIS TWENTY SEVENTH SUPPLEMENTAL AGREEMENT is dated

2008 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a private company limited by shares registered in England under company number 2904587, having its registered office at Kings Place, 90 York Way, London, N1 9AG; 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 Premier House, Ferensway, Hull HU1 3UF.

WHEREAS:

- (A) The parties entered into a Track Access Agreement (Passenger Services) dated 22 September 2000 in a form approved pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved pursuant to Section 22 of the Act (which track access agreement as subsequently amended is hereafter referred to as 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 and shall cease to have effect at 0200 hours on the Subsidiary Change Date 2009.

2.2 “Effective Date” means the later of:

- (A) Principal change date 2008; and
- (B) the date upon which the Office of Rail Regulation issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

3. **AMENDMENTS TO SCHEDULE 5**

3.1 In Table 2.2, the entry “1”, which appears in the column entitled “Total Weekday” both in the row relating to the service from King’s Cross to Hull and in the row relating to the service from Hull to King’s Cross, shall be deleted in both rows and replaced with the entry “2¹”.

3.2 In Table 2.2, the following shall be added immediately beneath the table:

“NOTE TO TABLE:

1 Network Rail shall not be obliged to schedule any Service to arrive at Doncaster later than 2300 on any day. In the event that, notwithstanding the foregoing, on any day a Service arrives at Doncaster later than 2300 such Service shall be diverted via Goole.”

3.3 In column 3 of Table 4.1 (“Calling Patterns”), a new entry of “Stevenage³” shall be added after “Gainsborough Lea Road” to the list of Additional stations.

3.4 The following shall be added to the “Notes to Table”:

“3 The Train Operator may only bid to call at Stevenage a maximum of two Passenger Train Slots in the northbound direction per day with such Passenger Train Slots limited to the pick up of passengers only, and a maximum of three Passenger Train Slots in the southbound direction per day with such Passenger Train Slots limited to set down of passengers only.”

4. **AMENDMENT TO SCHEDULE 7**

4.1 In the definitions section of paragraph 1 of schedule 7, “List of Capacity Charge Rates”, footnotes 2 and 3 are to be deleted and replaced with:

² “This entry shall cease to have effect from 0200 hours on the Subsidiary Change Date 2009.

³ This entry shall cease to have effect from 0200 hours on the Subsidiary Change Date 2009.”

5. **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.

6. **THIRD PARTY RIGHTS**

Save as expressly provided in any amendment to the Access Conditions having effect after 1 April 2001, 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.

7. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

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, 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)