

TWENTY SECOND 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 SECOND 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 40 Melton Street, London NW1 2EE; 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**

The amendments made to the Agreement as set out in this Supplemental Agreement shall have effect from 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 and shall cease to have effect on the Expiry Date or earlier termination of the Agreement.

3. **AMENDMENT TO SCHEDULE 5**

In Table 2.2, the entry "2", which appears in the column entitled "Sunday" 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 "3".

4. **AMENDMENT TO SCHEDULE 7**

In the definitions section of paragraph 1 of schedule 7, "List of Capacity Charge Rates", the following:

| Direction/Day | Departure time ("Service") ¹ | Rate (£/Train mile) |
|---------------------|--|------------------------|
| Hull to Kings Cross | | |
| Weekdays | 0625 | £0.52 |
| | 0812 | £0.34 |
| | 1011 | £0.19 |
| | 1245 | £0.19 |
| | 1518 | £0.23 |
| | 1706 | £0.22 |
| | ² 1918 | £0.20 |
| Saturdays | 0802 | £0.18 |
| | 1005 | £0.18 |
| | 1305 | £0.25 |
| | 1506 | £0.18 |
| | 1812 | £0.01 |
| Sundays | 1012 | £0.09 |
| | 1410 | £0.09 |
| | 1614 | £0.15 |
| | 1830 | £0.09 |
| Kings Cross to Hull | | |
| Weekdays | 0720 | £0.11 |
| | 0948 | £0.16 |
| | 1148 | £0.25 |
| | 1333 | £0.16 |
| | 1605 | £0.16 |
| | 1850 | £0.30 |
| | ³ 2027 | £0.13 |
| Saturdays | 0934 | £0.13 |
| | 1148 | £0.13 |
| | 1338 | £0.20 |
| | 1705 | £0.11 |
| | 1941 | £0.07 |
| Sundays | 1040 | £0.11 |
| | 1444 | £0.11 |
| | 1740 | £0.14 |
| | 2005 | £0.11 |

Shall be replaced with the following:

| Direction/Day | Departure time ("Service") ¹ | Rate (£/Train mile) |
|---------------|--|------------------------|
|---------------|--|------------------------|

Hull to Kings Cross

| | | |
|-----------|-------------------|-------|
| Weekdays | 0625 | £0.52 |
| | 0812 | £0.34 |
| | 1011 | £0.19 |
| | 1245 | £0.19 |
| | 1518 | £0.23 |
| | 1706 | £0.22 |
| | ² 1918 | £0.20 |
| Saturdays | 0802 | £0.18 |
| | 1005 | £0.18 |
| | 1305 | £0.25 |
| | 1506 | £0.18 |
| | 1812 | £0.01 |
| Sundays | 1012 | £0.09 |
| | 1212 | £0.15 |
| | 1410 | £0.09 |
| | 1614 | £0.15 |
| | 1830 | £0.09 |

Kings Cross to Hull

| | | |
|-----------|-------------------|-------|
| Weekdays | 0720 | £0.11 |
| | 0948 | £0.16 |
| | 1148 | £0.25 |
| | 1333 | £0.16 |
| | 1605 | £0.16 |
| | 1850 | £0.30 |
| | ³ 2027 | £0.13 |
| Saturdays | 0934 | £0.13 |
| | 1148 | £0.13 |
| | 1338 | £0.20 |
| | 1705 | £0.11 |
| | 1941 | £0.07 |
| Sundays | 1040 | £0.11 |
| | 1444 | £0.11 |
| | 1604 | £0.14 |
| | 1740 | £0.14 |
| | 2005 | £0.11 |

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**

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)