

Seventieth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ABELLIO EAST ANGLIA LIMITED

as Train Operator

Relating to the Track Access Contract dated December
10th 2004

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THIS SEVENTIETH SUPPLEMENTAL AGREEMENT is dated 13th August 2020 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) **ABELLIO EAST ANGLIA LIMITED**, (the “Train Operator”), a company registered in England under number 07861414 having its registered office at St Andrew’s House, 2nd Floor, 18-20 St Andrew’s Street, London, EC4A 3AG.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 10th December 2004 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract is hereafter referred to as the “Contract”).
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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;
- (B) “Effective Date” means 0200 on 14th August 2020.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. **AMENDMENTS TO SCHEDULE 5**

4.1 In Schedule 5 of the Contract, paragraph 5.1 'Specified Equipment' shall be deleted in its entirety and replaced with the version contained in the Appendix to this Supplemental Agreement.

5. **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.

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.

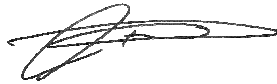
7. **LAW**

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 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.

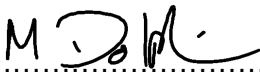
IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written



SIGNED by.....

Print name...Ellie Burrows.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... 

Print name..... M Dolph

Duly authorised for and on behalf of
ABELLIO EAST ANGLIA LIMITED

Appendix

Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5 the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

Class 37 locomotives
Class 47 locomotives
Class 90 locomotives
Mark 2 and Mark 3 coaches
DVTs
Class 153 DMU
Class 156 DMU
Class 158 DMU
Class 170 DMU
Class 315 EMU
Class 317 EMU
Class 321 EMU
Class 322 EMU
Class 357 EMU
Class 360 EMU
Class 379 EMU
Class 720 EMU
Class 745 EMU
Class 755 BMU

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library

subject to obtaining any necessary route clearance for the route in question.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".