

# Ninetieth 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  
10<sup>th</sup> 2004

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**THIS NINETIETH SUPPLEMENTAL AGREEMENT** is dated 12 July 2022 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, 2<sup>nd</sup> Floor, 18-20 St Andrew’s Street, London, EC4A 3AG

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 10<sup>th</sup> 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; and
- (B) “Effective Date” means the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

**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. AMENDMENTS TO THE CONTRACT**

- 3.1 Appendix 7D of Schedule 7 of the Contract shall be deleted in its entirety and replaced with the amended version as set out in Annex A to this Supplemental Agreement

**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 document.

**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, Route Director Anglia  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED** by.....

Print name..... Jamie Burles Managing Director  
Duly authorised for and on behalf of  
**ABELLIO EAST ANGLIA LIMITED**

**Annex A**

**SCHEDULE 7 APPENDIX 7D**

**“METERED TRAINS M” FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2**

<b>Train Type</b>	<b>Train ID</b>	<b>Traction Type</b>
Class 745 EMU	All	AC
Class 755 BMU	All	AC / DIESEL