

One Hundred and Fifth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

TRANSPORT UK EAST ANGLIA LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 10th December 2004

*Passenger Access (Short Term Timetable and Miscellaneous
Changes) General Approval 2023*

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THIS ONE HUNDRED AND FIFTH SUPPLEMENTAL AGREEMENT is dated 24/09/2025 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) **Transport UK East Anglia Limited**, (the "Train Operator"), a company registered in England under number 09860485 having its registered office at 2nd floor St Andrew's House, 18-20 St Andrew 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 the ORR pursuant to section 22 of the Act and subsequently assigned pursuant to section 21(2) of the Railways Act (2005) (which track access contract is hereafter referred to as the "Contract")
- (B) The parties propose to enter into this Supplemental Agreement to amend the Contract as described herein.

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

2.2 "Effective Date" means the date of this Supplemental Agreement.

3. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

4. **AMENDMENTS TO THE CONTRACT**

Clause 18.4.2, Right to modify registered company and communication details, shall be deleted and replaced by Clause 18.4.2 as described in the March 2024 Track Access Passenger Model Contract.

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: Katie Frost

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by



Print name: MARTIN BEADLE

Duly authorised for and on behalf of
Transport UK East Anglia LIMITED