

OFFICIAL

One Hundred & Fourth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

GA TRAINS LIMITED

as Train Operator

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

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THIS ONE HUNDRED & FOURTH SUPPLEMENTAL AGREEMENT is dated 13/11/2025 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) **GA TRAINS LIMITED**, (the "Train Operator"), a company registered in England under number 12544897 having its registered office at One Stratford Place, Montfitchet Road, London, E20 1EJ.

WHEREAS:

- (A) Network Rail and London Eastern Railway Limited entered into a Track Access Contract (Passenger Services) dated 10 December 2004 as amended by various supplemental agreements and novations under schedule 2 of the Railways Act 2005 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) On 12th October 2025, the rights and obligations of Transport UK East Anglia Limited under the contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 12th October 2025 under schedule 2 of the Railways Act 2005."
- (C) 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, 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 For the purposes of this Supplemental Agreement, "Effective Date" means the later of:

- (a) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
- (b) 7th December 2025.

3 AMENDMENTS TO THE CONTRACT

3.1 AMENDMENT TO APPENDIX 1

3.1.1 In Appendix 1 to Schedule 8, the table EB06 West Anglia Outers Off Peak shall be deleted and replaced with the version contained in Annex A to this Supplemental Agreement.

4. 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.

.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 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 BEABLE

Duly authorised for and on behalf of
GA TRAINS LIMITED

Annex A: APPENDIX 1 to SCHEDULE 8 EB06 West Anglia Outers Off Peak

A	B	C	D	E	F	G	H	I	J	K	
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
EB06 West Anglia Outers Off-Peak	████	████	████	████	25	180	911	Stansted Express	Forward	LONDON LIVERPOOL STREET	████
	████	████					911	Stansted Express	Forward	TOTTENHAM HALE	████
	████	████					911	Stansted Express	Reverse	STANSTED AIRPORT	████
	████	████					913	Liverpool Street - Bishops Stortford/Cambridge	Forward	CAMBRIDGE	████
	████	████					913	Liverpool Street - Bishops Stortford/Cambridge	Forward	LONDON LIVERPOOL STREET	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Forward	STRATFORD	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Forward	STANSTED AIRPORT	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Forward	TOTTENHAM HALE	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Reverse	BISHOPS STORTFORD	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Reverse	CAMBRIDGE	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Reverse	CAMBRIDGE NORTH	████
							913	Liverpool Street - Bishops Stortford/Cambridge	Reverse	ELY	████