65th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

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relating to amendments to the Track Access Contract
dated 03 March 2016
for changes to Table 2.1 of Schedule 5 Annex 1

Classified as OFFICIAL

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THIS 65TH SUPPLEMENTAL AGREEMENT is dated 26 October 2026 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; and

(2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, United Kingdom.

Background:

(A) Network Rail and Abellio ScotRail Limited entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "**Contract**") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.

(B) By virtue of the Transfer Scheme, the Train Operator is now vested in the interest of ScotRail Trains Limited in the Contract.

(C) The Parties have agreed 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:

1.1 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;

1.2 "**Amendments**" means the amendments to the Contract set out in Clause 3 to this Supplemental Agreement;

1.3 "**Appendix**" means the appendix attached to this Supplemental Agreement;

1.4 "**Effective Date**" means the later of ORR's approval and the Principal Change Date in December 2026 pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement;

1.5 "**Parties**" means Network Rail and the Train Operator; and

1.6 "**Transfer Scheme**" means the Transfer Scheme dated 31 March 2022 made by the Scottish Ministers pursuant to Section 12 and Schedule 2 of The Railways Act 2005 in favour of ScotRail Trains Limited in respect of certain property, rights and liabilities of Abellio ScotRail Limited.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 Table 2.1 in Annex 1 to Schedule 5 shall be deleted in its entirety and replaced with the version set out in annex 1 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Supplemental Agreement or the Contract.

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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and the Appendix are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Gary Hopkirk at Glasgow on 22 October 2026 in the presence of:-

Witness: _____

Full Name: Nicholas Prag

Address: 151 St Vincent Street, Glasgow

G2 5NW

_____

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Derek Marchant at Atrium Court on 26th October 2026 in the presence of:-

Witness: _____

Full Name: John Kerr

Address: Atrium Court, Waterloo Street, Glasgow

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