48th SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

-and-

SOUTH WESTERN RAILWAY LIMITED

Relating to amendments to the

Track Access Contract (Passenger Services)

dated 9th April 2019

This has been classified as Official-Sensitive

THIS 48th SUPPLEMENTAL AGREEMENT is dated 29th October 2026 and made;

BETWEEN

(1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London SE1 8SW ("**Network Rail**"); and

(2) **South Western Railway Limited** a company registered in England and Wales under number 03266760, having its registered office at South Bank Central, 4th Floor, 30 Stamford Street, London, SE1 9LQ (the "**Train Operator**").

WHEREAS

(A) Network Rail and First MTR South Western Trains Limited entered into a Track Access Contract (Passenger Services) dated 9 April 2019, in a form approved by the Office of Rail and Road (ORR) pursuant to directions under section 18 of the Railways Act 1993 (the Act), as amended by various supplemental agreements, each in a form approved by ORR pursuant to section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").

On 25 May 2025, the rights and obligations of First MTR South Western Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport under schedule 2 of the Railways Act 2005.

(B) The parties wish to amend the Contract in the terms described below.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Supplemental Agreement, unless the context otherwise requires:

a) Words and phrases 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 02:00 13th December 2026.

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date.

The amendments shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

In Annex 1 to Schedule 5 Table 2.1 shall be deleted in its entirety and replaced with Table 2.1 contained in Appendix A of this Supplemental Agreement.

In Annex 1 to Schedule 5 Table 2.2 shall be deleted in its entirety and replaced with Table 2.2 contained in Appendix A of this Supplemental Agreement.

In Annex 1 to Schedule 5 Table 4.1 shall be deleted in its entirety and replaced with Table 4.1 contained in Appendix A of 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 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 of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

Signed by



Thomas Desmond – Operations Director
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by



Stuart Meek - Chief Operating Officer
Duly authorised for and on behalf of
SOUTH WESTERN RAILWAY LIMITED