

Seventy Second 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
10th 2004

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THIS SEVENTY-SECOND SUPPLEMENTAL AGREEMENT is dated 30/05/2019 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, 2nd Floor, 18-20 St Andrew's 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 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;
- (B) "Effective Date" means the later of:
 - (1) 02.00 10 June 2019; and
 - (2) 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 SCHEDULE 5**

3.1 In Schedule 5 of the Contract, Table 2.1 'Passenger Train Slots' for EB02 Southend & Southminster shall be deleted in its entirety and replaced with the version contained in Appendix 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. **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.

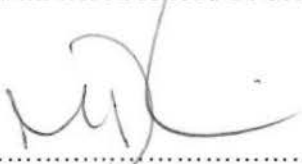
7. **COUNTERPARTS**

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.....MELIHA DUMAZ.....
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....M. DOLPHIN.....
Duly authorised for and on behalf of
ABELLIO EAST ANGLIA LIMITED

1						2					
Service Group EB02 Southend and Southminster											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday ¹	Saturday	Sunday
						Morning Peak	Evening Peak				
Liverpool Street	Southend Victoria	Direct	Fast (EB02.1)	Off-Peak: 21943001 Peak: 25943001	321	n/a	17	49	66	56	37
Liverpool Street	Southminster	Direct	Semi fast (EB02.2)	25943001	321	n/a	3	0	3	0	0
Shenfield	Southminster	Direct	Stopping (EB02.3)	21943001	321	n/a	n/a	2	2	0	0
Wickford	Southminster	Direct	Stopping (EB02.4)	21943001	321	n/a	n/a	21	21	27	16
Southend Victoria	Liverpool Street	Direct	Fast (EB02.1)	Off-Peak: 21943001 Peak: 25943001	321	15	n/a	50	65	55	35
Southminster	Liverpool Street	Direct	Semi fast (EB02.2)	Off-Peak: 21943001 Peak: 25943001	321	4	n/a	3	7	1	0
Southminster	Shenfield	Direct	Stopping (EB02.3)	21943001	321	n/a	n/a	2	2	0	2
Southminster	Wickford	Direct	Stopping (EB02.4)	21943001	321	n/a	n/a	18	18	25	14

