

One Hundred and Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

SE TRAINS LIMITED

as Train Operator

Relating to amendments to the Track Access Contract
(Passenger Services) dated 06 December 2007

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THIS ONE HUNDRED & SEVENTH SUPPLEMENTAL AGREEMENT is dated 2023
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) **SE TRAINS LIMITED**, a company registered in England and Wales under company number 03266762, having its registered office at Second Floor, 4 More, London Riverside, London, SW1 2AU (the "**Train Operator**").

BACKGROUND:

- (A) London & South Eastern Railway Limited ("**LSER**") and Network Rail entered into a Track Access Contract (Passenger Services) dated 06 December 2007 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) The Contract was transferred by way of a Statutory Transfer Scheme from LSER to the Train Operator on 17 October 2021.
- (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:

- (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; and
- (B) "**Effective Date**" means the date upon which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement, pursuant to Section 22 of the Act.

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 will continue until the Expiry Date.
- 2.2 Notwithstanding the Effective Date, for billing purposes the amendment made by this supplemental agreement shall be applied retrospectively from the date of fitment and commissioning of the energy meters on the relevant Class 375 units.

3. **AMENDMENTS TO THE CONTRACT**

3.1 From the Effective Date, Appendix 7D of Schedule 7 of the Track Access Contract shall be deleted in its entirety and replaced by a new Appendix 7D as set out in Appendix A of this Supplemental Agreement.

4. **EFFECTS 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 “this 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**

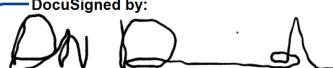
This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

7. **COUNTERPARTS**


This Supplemental Agreement may be executed in 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 Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

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SIGNED by)
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duly authorised for and on behalf of)
SE TRAINS LIMITED)

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Appendix A

Schedule 7, Appendix 7D

Train Type	Train ID	Traction Type
375	375301	DC
375	375302	DC
375	375303	DC
375	375304	DC
375	375305	DC
375	375306	DC
375	375307	DC
375	375308	DC
375	375309	DC
375	375310	DC
375	375601	DC
375	375602	DC
375	375603	DC
375	375604	DC
375	375605	DC
375	375606	DC
375	375607	DC
375	375608	DC
375	375609	DC
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375	375611	DC
375	375612	DC
375	375613	DC
375	375614	DC
375	375615	DC
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375	375617	DC
375	375618	DC

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375	375711	DC
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375	375801	DC
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395	395004	AC/DC
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395	395011	AC/DC
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