

Sixty First 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 SIXTIETH SUPPLEMENTAL AGREEMENT is dated 4th July 2017 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 2nd Floor 1 Ely Place, London, EC1N 6RY

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 (ORR) 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 Appendix One of Schedule 8 to reflect revised Network Rail Benchmarks.

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 02:00 10th July 2017

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. **ORR – GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. **AMENDMENTS TO THE CONTRACT**

4.1 In Schedule 8 Appendix 1 the entries for Service Groups EB05 shall be deleted and replaced with those set out in Appendix 1.

4.2 The locations affected by these changes shall be listed in Annex 2.

5. **GENERAL**

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. **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.

7. **LAW**

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

8. **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 Dr. Elaine Howard

Print name Dr. Elaine Howard

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by R. Dean

Print name R. DEAN

Duly authorised for and on behalf of
ABELLIO EAST ANGLIA LIMITED

Annex 2:

Combined Inputs

Sgroup	Location	%age change in lateness	Cost to NR if benchmark unchanged
EB05A	Cromer	[REDACTED]	[REDACTED]