

Fifty Eighth 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

CONTENTS

1.	INTERPRETATION	1
2.	EFFECTIVE DATE AND TERM	1
3.	AMENDMENTS TO SCHEDULE 5	2
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	2 2
5.	THIRD PARTY RIGHTS	2
6.	LAW	2
7.	COUNTERPARTS	2
8.	APPENDIX	3-4

THIS FIFTY-EIGHTH SUPPLEMENTAL AGREEMENT is dated 7th February 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 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 06 March 2017and
 - (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, Passenger Train Slots Table 2.1: the service Group EB07 West Anglia Inner shall be deleted and replaced with the table 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. **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.

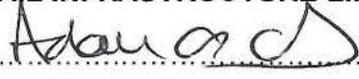
7. **COUNTERPARTS**

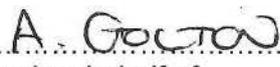
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

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

SIGNED by..........

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

Annex 1:

2. Passenger Train Slots

Table 2.1: Passenger Train Slots

1						2					
Service Group EB07 West Anglia Inner											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Liverpool Street	Hertford East	Brimsdown	Stopping (EB07.4)	Off-Peak: 21920000 Peak: 25920000	315	n/a	2	32	34	37	0
Liverpool Street	Hertford East	Seven Sisters	Stopping (EB07.5)	21912000	315	n/a	5	0	5	0	0
Liverpool Street	Broxbourne	Brimsdown	Stopping (EB07.11)	25920000	317	n/a	4	0	4	0	0
Stratford	Hertford East	Brimsdown	Stopping (EB07.6)	21920000	317	n/a	0	2	2	0	31
Broxbourne	Liverpool Street	Southbury	Stopping (EB07.10)	21912000	317	0	n/a	0	0	0	1
Broxbourne	Liverpool Street	Brimsdown	Stopping (EB07.11)	Off-Peak: 21920000 Peak: 25920000	317	4	n/a	0	4	1	0
Hertford East	Liverpool Street	Brimsdown	Stopping (EB07.4)	Off-Peak: 21920000 Peak: 25920000	315	2	n/a	32	34	36	0

1						2					
Service Group EB07 West Anglia Inner											
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				
Hertford East	Liverpool Street	Seven Sisters	Stopping (EB07.5)	Off-Peak: 21912000 Peak: 25912000	315	4	n/a	0	4	0	0
Hertford East	Stratford	Brimmsdown	Stopping (EB07.6)	21920000	317	n/a	n/a	4	4	0	31
Broxbourne	Hertford East	Direct	Stopping (EB07.8)	21920000	317	n/a	n/a	1	1	0	1
Hertford East	Broxbourne	Direct	Stopping (EB07.8)	21920000	317	n/a	n/a	0	0	1	0
Liverpool Street	Broxbourne	Brimmsdown	Fast (EB07.12)	21920000	317	n/a	n/a	2	2	0	0
Broxbourne	Liverpool Street	Brimmsdown	Fast (EB07.12)	21920000	317	n/a	n/a	4	4	0	0