9th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

FIRST GREATER WESTERN LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 4th March 2016
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THIS 9TH SUPPLEMENTAL AGREEMENT is dated 3rd April 2017 and made
BETWEEN:

(1) NETWORK RAIL INFRASTRUCTURE LIMITED, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN ("Network Rail"); and

(2) FIRST GREATER WESTERN LIMITED, (the "Train Operator"), a company registered in England under number 05113733 having its registered office at Milford House, 1 Milford Street, Swindon SN1 1HL.

WHEREAS:

(A) The parties entered into a Track Access Contract (Passenger Services) dated 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act which has been amended by various Supplemental Agreements, each in a form approved by ORR pursuant to section 22 of the Act (the "Contract").

(B) The parties propose to enter into this Supplemental Agreement in order to:

provide 90 day period rights for timetable changes introduced to Service Group EF07 from 10th April 2017 and Service Groups EF04, EF06, and EF12 from 21st May 2017.

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 0200hrs on 10th April 2017 for Service Group EF07 and 0200hrs on 21st May 2017 for Service Groups EF04, EF06, and EF12.

2 EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date.

The amendments shown at paragraph 4.1 shall cease to have effect on 9th July 2017 or earlier termination of the Contract.

The amendments shown at paragraph 4.2 shall cease to have effect on 19th August 2017 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 5 Table 2.2 the entries for Service Groups EF07 shall be deleted and replaced with those set out in Annex 1.

4.2 In Schedule 5 Table 2.2 the entries for Service Groups EF04, EF06, and EF12 shall be deleted and replaced with those set out in Annex 1.

5 GENERAL
The parties agree that 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” or, as the case may be, the “Agreement”, “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.

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 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...

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

SIGNED by...

Print name...
Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED
ANNEX 1

Table 2.2: Additional Passenger Train Slots

Table 2.2: Additional Passenger Train Slots EF04

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Timing Load</th>
<th>Load</th>
<th>Peak times1</th>
<th>Off-Peak times2</th>
<th>Weekday*</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plymouth</td>
<td>London Paddington</td>
<td>Taunton, Castle Cary and Hungerford</td>
<td>EF04.201 25397003 HST8 - 125</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1 SP</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>London Paddington</td>
<td>Penzance</td>
<td>Hungerford, Castle Cary and Taunton</td>
<td>EF04.202 25397003 HST8 - 125</td>
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<td>0</td>
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</tr>
<tr>
<td>Penzance</td>
<td>London Paddington</td>
<td>Taunton, Castle Cary and Hungerford</td>
<td>EF04.203 25397003 HST8 - 125</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>1 SP</td>
<td>0</td>
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</tbody>
</table>

Notes to Table:
<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Weekday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>London Paddington</td>
<td>Reading</td>
<td></td>
<td>EF06.201</td>
<td>25516005</td>
<td>1</td>
<td>2</td>
<td>0</td>
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<tr>
<td>London Paddington</td>
<td>Maidenhead</td>
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<td>EF06.202</td>
<td>25516005</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Slough</td>
<td>London Paddington</td>
<td></td>
<td>EF06.203</td>
<td>25516005</td>
<td>1&lt;sup&gt;1&lt;/sup&gt; 0&lt;sup&gt;2&lt;/sup&gt;</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Maidenhead</td>
<td>London Paddington</td>
<td></td>
<td>EF06.204</td>
<td>25516005</td>
<td>2&lt;sup&gt;2&lt;/sup&gt;</td>
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<td>0</td>
</tr>
</tbody>
</table>

Notes to Table:

1. Until the route between London Paddington and Maidenhead is confirmed open to electric traction for passenger services.
2. From the date the route between London Paddington and Maidenhead is confirmed open to electric traction for passenger services.
Table 2.2: Additional Passenger Train Slots EF07

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Timing Load</th>
<th>Weekday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxford</td>
<td>Didcot Parkway</td>
<td>EF07.201</td>
<td>25513005</td>
<td>165 - 1</td>
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</table>

Notes to Table:
### Table 2.2: Additional Passenger Train Slots EF12

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<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Weekday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truro</td>
<td>Falmouth Docks</td>
<td>EF12.201</td>
<td>25477001</td>
<td>0</td>
<td>0</td>
<td>1(a)</td>
<td>1</td>
</tr>
<tr>
<td>Falmouth Docks</td>
<td>Truro</td>
<td>EF12.202</td>
<td>25477001</td>
<td>0</td>
<td>0</td>
<td>1(a)</td>
<td>1</td>
</tr>
<tr>
<td>Plymouth</td>
<td>Penzance</td>
<td>EF12.203</td>
<td>25474001</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St Erth</td>
<td>Par</td>
<td>EF11.204</td>
<td>25474001</td>
<td>0</td>
<td>1 SP</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Plymouth</td>
<td>Newquay</td>
<td>EF11.205</td>
<td>25474001 and25477001</td>
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<td>1 SP</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Newquay</td>
<td>Plymouth</td>
<td>EF11.206</td>
<td>25477001 and25474001</td>
<td>0</td>
<td>1 SP</td>
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<td></td>
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</tbody>
</table>

Notes to Table:
(a) Rights available 5 out of every 6 weeks