28th 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 28TH SUPPLEMENTAL AGREEMENT is dated 22 June 2018 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 EF08.

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 the date of signature.

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 at 0159hrs ninety days after the date of signature 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 entry for Service Group EF08 shall be deleted and replaced with those set out in Annex 1.

4.2 In Schedule 5 Table 4.1 the entry for Service Group EF08 shall be deleted and replaced with those set out in Annex 2.
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>
<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>Twyford</td>
<td>Henley-on-Thames</td>
<td></td>
<td>EF08.201</td>
<td>25511007</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
Table 2.2: Calling Patterns

<table>
<thead>
<tr>
<th>Between</th>
<th>And</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Regular Calling Pattern</th>
<th>Additional stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>London</td>
<td>Paddington</td>
<td>Greenford</td>
<td>EF08.101 and EF08.102</td>
<td>25508006</td>
<td>Acton Main Line, Ealing Broadway, Drayton Green, Castle Bar Park and South Greenford.</td>
<td></td>
</tr>
<tr>
<td>West Ealing</td>
<td>Greenford</td>
<td></td>
<td>EF08.103 and EF08.104</td>
<td>25508006</td>
<td>Drayton Green, Castle Bar Park, South Greenford</td>
<td></td>
</tr>
<tr>
<td>Maidenhead</td>
<td>Marlow</td>
<td></td>
<td>EF08.105 and EF08.106</td>
<td>25509007</td>
<td>Furze Platt, Cookham, Bourne End</td>
<td></td>
</tr>
<tr>
<td>Maidenhead</td>
<td>Bourne End</td>
<td></td>
<td>EF08.107 and EF08.108</td>
<td>25509007</td>
<td>Furze Platt, Cookham</td>
<td></td>
</tr>
<tr>
<td>Bourne End</td>
<td>Marlow</td>
<td></td>
<td>EF08.109 and EF08.110</td>
<td>25509007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slough</td>
<td>Windsor &amp; Eton</td>
<td>Central</td>
<td>EF08.111 and EF08.112</td>
<td>25511007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reading</td>
<td>Henley-on-Thames</td>
<td></td>
<td>EF08.113 and EF08.114</td>
<td>25511007</td>
<td>Twyford, Wargrave, Shiplake</td>
<td></td>
</tr>
<tr>
<td>Twyford</td>
<td>Henley-on-Thames</td>
<td></td>
<td>EF08.115, 116 and EF08.201</td>
<td>25511007</td>
<td>Wargrave, Shiplake</td>
<td></td>
</tr>
</tbody>
</table>

Notes to Table:

None.