31\textsuperscript{st} 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 4\textsuperscript{th} March 2016
THIS 31ST SUPPLEMENTAL AGREEMENT is dated 7th May 2019 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 18 of the Act.

(B) The parties agree to enter into this 31st Supplemental Agreement to amend Table 2.1 and Table 4.1 in Schedule 5, and Part 5 of Schedule 7 of the Contract.

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:

- the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
- 0200 Hours Sunday 19th May 2019.
2. EFFECTIVE DATE AND TERM

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

3. AMENDMENTS TO THE CONTRACT

3.1. In Schedule 5 Table 2.1, the entries for the following passenger train slots shall be deleted and replaced with the entries set out in Annex 1. Footnotes set out in Annex 1 shall be added to the relevant service group of Table 2.1.

3.1.1. Plymouth to Exeter St Davids in service group EF11
3.1.2. Exeter St Davids to Plymouth in service group EF11
3.1.3. Penzance to Plymouth in service group EF12
3.1.4. Plymouth to Penzance in service group EF12
3.1.5. Weymouth to Westbury in service group EF13
3.1.6. Frome to Westbury in service group EF13

3.2. In Schedule 5 Table 4.1, the entries for the following passenger train slots shall be deleted and replaced with the entries set out in Annex 2.

3.2.1. London Paddington and Worcester Shrub Hill in service group EF03
3.2.2. London Paddington and Worcester Foregate Street in service group EF03
3.2.3. London Paddington and Great Malvern in service group EF03
3.2.4. London Paddington and Hereford in service group EF03
3.2.5. Oxford and Worcester Foregate Street in service group EF07
3.2.6. Great Malvern and Evesham in service group EF07
3.2.7. Oxford and Great Malvern in service group EF07

3.3. In Schedule 7 Part 5 Paragraph 2 'Additional Charges for Opening Signal Boxes', the entry set out in Annex 3 shall be added after paragraph 2.1 and before 'Part 6: Supplemental Provisions'.
4. 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.

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 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
Table 2.1: Passenger Train Slots EF11

<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>Plymouth</td>
<td>Exeter St. Davids</td>
<td>EF11.118</td>
<td></td>
<td>25462001</td>
<td>142</td>
<td>6 5/2</td>
<td>4 WP</td>
<td>4</td>
</tr>
<tr>
<td>Exeter St. Davids</td>
<td>Plymouth</td>
<td>EF11.122</td>
<td></td>
<td>25462001</td>
<td>142</td>
<td>7 6/8 WP</td>
<td>5 WP</td>
<td>4</td>
</tr>
</tbody>
</table>

Notes to Table:
1 Until 01.59 on the Principal Change Date (December) 2019
2 From 02:00 on the Principal Change Date (December) 2019
<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>Penzance</td>
<td>Plymouth</td>
<td></td>
<td>EF12.105</td>
<td>25474001</td>
<td>150</td>
<td>15</td>
<td>8 WP</td>
<td>4 SP</td>
</tr>
<tr>
<td>Plymouth</td>
<td>Penzance</td>
<td></td>
<td>EF12.106</td>
<td>25474001</td>
<td>150</td>
<td>15</td>
<td>9 WP</td>
<td>3 SP</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
<td>Via</td>
<td>Description</td>
<td>TSC</td>
<td>Timing Load</td>
<td>Weekday</td>
<td>Saturday</td>
<td>Sunday</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
<td>-------</td>
<td>-------------</td>
<td>---------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>Weymouth</td>
<td>Westbury</td>
<td>EF13.120</td>
<td>25471001</td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Frome</td>
<td>Westbury</td>
<td>EF13.116</td>
<td>25471001</td>
<td>150</td>
<td>4</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Notes to Table:

1 Plus 1 Passenger Train Slot between 19/05/19 and 20/10/19 and between 30/03/20 and 25/10/20.

2 Plus 1 Passenger Train Slot except between 19/05/19 and 20/10/19 and between 30/03/20 and 25/10/20.
## Table 4.1: Calling Patterns EF03

<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>
</table>
### Table 4.1 Calling Patterns

**LONDON – THE COTSWOLDS**

<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>Evesham</td>
<td>Worcester Shrub Hill</td>
<td>EF03.115</td>
<td>Pershore, Worcestershire Parkway</td>
<td>25392003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Great Malvern</td>
<td>Worcester Foregate Street</td>
<td>EF03.203</td>
<td>Malvern Link, Honeybourne</td>
<td>25392003</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 4.1: Calling Patterns EF07

<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>Great Malvern</td>
<td>Evesham</td>
<td></td>
<td>EF07.119</td>
<td>25524005</td>
<td>Malvern Link, Worcester Foregate Street, Worcester Shrub Hill, Worcestershire Parkway, Pershore</td>
<td></td>
</tr>
</tbody>
</table>
2. Additional Charges for Opening Signal Boxes

2.2 For any Services in service code 25471001 (Westbury - Weymouth) which are Scheduled (as defined in Schedule 5) to operate on the route between Westbury and Weymouth on Sundays in the Extended Summer Period (as defined in Schedule 5) within the hours 08.00 and 09.00 and which, in order to be operative, require the signal box at Yeovil Pen Mill to be open and manned, the Train Operator shall pay Network Rail an additional charge YPM per Sunday commencing 19th May 2019 which will be charged and calculated in accordance with the following formula:

\[ YPM_t = YPM_{t-1} \left(1 + \frac{CPI_{t-1}}{100}\right) \]

where:

- \( CPI_{t-1} \) means the percentage change (whether of a positive or negative value) between the CPI (as defined in this Schedule) published or determined with respect to November in Relevant Year \( t-1 \) and the index published or determined with respect to November in Relevant Year \( t-2 \),

but so that during the Relevant Year commencing on 1st April 2019, \( YPM_t \) shall be £43.58 per Sunday in the Extended Summer Period and during the next following Relevant Year, \( YPM_{t+1} \) shall have the same value.
7. COUNTERPARTS

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