

FORTY-SEVENTH SG SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED

**relating to amendments to
Schedule 5 of
the Track Access Contract**

THIS FORTY-SEVENTH SUPPLEMENTAL AGREEMENT is dated 23 March 2012 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED ("Network Rail")**, a private company registered in England under company number 02904587, having its registered office at Kings Place, 90 York Way, London N1 9AG; and
- (2) **ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED** (the "**Train Operator**"), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary's House, 47 Penarth Road, Cardiff CF10 5DJ.

WHEREAS:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- B. The parties now propose to enter into this Supplemental Agreement in order to vary the Contract to enable the Train Operator to add to the Specified Equipment in Table 5.1 of Schedule 5, being an amendment to the Contract of the kind specified in paragraph 5 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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;
- 1.2 "**Effective Date**" means the date on which the two parties give their agreement to this Supplemental Agreement, or 2nd April 2012, whichever is the sooner.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 0159 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 Those parts of Table 5.1 relating to Service Groups HL02, HL04, HL06 and HL08 shall be deleted in their entirety and replaced with the parts shown in Appendix A.
- 3.2 The following footnote shall appear under that part of Table 5.1 relating to Service Group HL02:
"1 Between Swansea and Carmarthen only."

- 3.3 The following footnote shall appear under that part of Table 5.1 relating to Service Group HL04:

"¹ Between Shrewsbury and Chester via Wrexham General only."

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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 with effect from and including the Effective Date 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

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. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

IN WITNESS whereof Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

for and on behalf of
**NETWORK RAIL
INFRASTRUCTURE LIMITED**

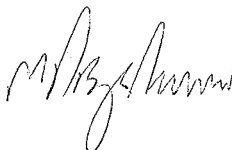
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SIGNED BY

for and on behalf of
**ARRIVA TRAINS WALES/
TRENAU ARRIVA CYMRU LIMITED**

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Service Group: HL02					Passenger Train Slots	
Service Description: West Wales					Standard Specified Equipment	Additional Specified Equipment
Between	And	Via	Description	TSC		
Cardiff Central	Maesteg	Llanharan	2.1	25431000	150	142, 143, 153, 158, 175
Swansea	Milford Haven	Whitland	2.2	25432000	175	Class 67 locomotive ¹ , Mark III rolling stock ¹ , Mark III driving van trailer ¹ , 142, 143, 150, 153, 158
Swansea	Pembroke Dock	Whitland	2.3	25437000	150	Class 67 locomotive ¹ , Mark III rolling stock ¹ , Mark III driving van trailer ¹ , 142, 143, 153, 158, 175
Swansea	Shrewsbury	Llandrindod	2.4	25435000	153	150, 158
Newport	Swansea	Llanharan	2.5	25438000	150	Class 67 locomotive ¹ , Mark III rolling stock ¹ , Mark III driving van trailer ¹ , 142, 143, 153, 158, 175
Bridgend	Barry	Rhose	2.6	25439000	150	142, 143, 153, 158

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Service Group: HL04					Specified Equipment	
Service Description: Birmingham to Shrewsbury and beyond					Standard Specified Equipment	Additional Specified Equipment
Between	And	Via	Description	TSC		
Birmingham International	Chester	Wrexham General	4.1	22261000	158	Class 67 locomotive ¹ , Mark III rolling stock ¹ , Mark III driving van trailer ¹ , 142, 143, 150, 153, 175
Aberystwyth	Birmingham International	Shrewsbury	4.2	22334000	158	150, 153
Machynlleth	Pwllheli	Barmouth	4.3	22335000	158	150, 153

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Service Group: HL06					Specified Equipment	
Service Description: Marches Mainline					Standard Specified Equipment	Additional Specified Equipment
Between	And	Via	Description	TSC		
Crewe	Shrewsbury	Wem	6.1	25267000	153	150, 158
Cardiff Central	Manchester Piccadilly	Wilmslow	6.2	25434000	175	Class 67 locomotive, Mark III rolling stock, Mark III driving van trailer, 150, 153, 158

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Service Group: HL08					Specified Equipment	
Service Description: North Wales Interurban					Standard Specified Equipment	Additional Specified Equipment
From	To	Via	Description	TSC		
Birmingham New Street	Crewe	Stafford	8.1	22340000	158	150, 175
Holyhead	Crewe	Conwy	8.1	22340000	175	Class 67 locomotive, Mark III rolling stock, Mark III driving van trailer, 150, 153, 158
Holyhead	Manchester Piccadilly	Earlestown	8.2	22345000	175	150, 153, 158
Llandudno	Manchester Airport	Manchester Piccadilly	8.2	22345000	175	150, 153, 158

11