

FIFTIETH SUPPLEMENTAL AGREEMENT
between
NETWORK RAIL INFRASTRUCTURE LIMITED
and
TRANSPORT FOR WALES RAIL LTD

relating to Schedule 5 of the Track Access Contract

THIS FIFTIETH SUPPLEMENTAL AGREEMENT is dated 11 November 2025 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the “**Train Operator**”), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 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 Contract was novated from Keolis Amey Operations/Gweithrediadau Keolis Amey Limited to the Train Operator pursuant to a Deed of Novation dated 7th February 2021.
- C. The parties now propose to enter into this Supplemental Agreement in order to make changes within Schedule 5.

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; and
- 1.2 “**Effective Date**” shall mean the later of:
 - a) 14 December 2025 at 02:00; and
 - b) the date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act.

2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and expire on the expiry date or earlier termination of the Track Access Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, Table 2.2: Additional Passenger Train Slots, Service Group HL04 Birmingham to Shrewsbury and beyond, shall be deleted in its entirety and replaced with HL04 as shown in Annex 1 to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.2: Additional Passenger Train Slots, the current footnote to Service Group HL04 Birmingham to Shrewsbury and beyond which currently shows “*All access rights in this service group shall expire on the Principal Change Date 2025*”, shall be numbered as footnote number 1 and shall be amended to show: “*These access rights shall expire on the*

Principal Change Date 2025, as shown in Annex 1 to this Supplemental Agreement.

3.3 In Schedule 5, Table 2.2: Additional Passenger Train Slots, footnote number 2 shall be added to Service Group HL04 Birmingham to Shrewsbury and beyond to show: *“These access rights shall expire on the Subsidiary Change Date 2026”*.

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. 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.

7. 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.

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) Nick Millington
INFRASTRUCTURE LIMITED)



SIGNED BY)
)
for and on behalf of)
)
)
TRANSPORT FOR WALES)
RAIL LTD)



Annex 1

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group: HL04						Passenger Train Slots		
Service Description: Birmingham to Shrewsbury and beyond						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Birmingham International	Chester	Wem	4.1.2	22261000	158	0	0	1 ¹
Birmingham New Street	Shrewsbury	Wellington	4.1.3	22261000	158	0	2 ¹	0
Birmingham International	Shrewsbury	Wellington	4.1.3.1	22261000	158	1 ¹	0	3 ¹
Chester	Shrewsbury	Wrexham General	4.1.6.1 (DMU)	22261000	158	2 ¹	2 ¹	0
Chester	Shrewsbury	Wrexham General	4.1.6.2 (loco)	22261000	67 + 5x MkIV + DVT	1 ¹	0	0
Shrewsbury	Chester	Wrexham General	4.1.10.1 (DMU)	22261000	158	1 ¹	0	0
Shrewsbury	Chester	Wrexham General	4.1.10.2 (loco)	22261000	67 + 5x MkIV + DVT	1 ¹	0	0
Birmingham International	Aberystwyth	Shrewsbury	4.2.4	22261000 22334000	158	0	0	1 ¹
Shrewsbury	Aberystwyth	Caersws	4.2.8	22334000	158	1 ¹	1 ¹	0
Chester	Wrexham General	Saltney Jn	4.3.5	22261000	197	14 ²	12 ²	8 ²
Wrexham General	Chester	Saltney Jn	4.3.6	22261000	197	13 ²	13 ²	8 ²

¹These access rights shall expire on the Principal Change Date 2025.

²These access rights shall expire on the Subsidiary Change Date 2026.

