

36th 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 8th December 2006

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THIS 36TH SUPPLEMENTAL AGREEMENT is dated 22 August 2008 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 40 Melton Street, London NW1 2EE (“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 8th December 2006 on terms approved, and pursuant to directions issued, by ORR under section 18 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 now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

In this Supplemental Agreement, unless the context otherwise requires:

1.1 Words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and

“**Effective Date**” shall be 02:00 on 6th September 2008.

2 EFFECTIVE DATE AND TERM

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect at 01:59 hours on 13th December 2008 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 2008.

4 AMENDMENTS TO THE CONTRACT

In Schedule 5 the following rows shall be added to Table 2.2 Additional Passenger Train Slots as it applies to EF 12 Devon and Cornwall:

1					2					
EF 12										
DEVON AND CORNWALL					Additional Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times ²		Off-Peak ³ times	Saturday	Sunday
						morning Peak	evening Peak			
Looe	Liskeard			25476001	3	0	0	3	2	0
Liskeard	Looe			25476001	3	0	0	3	2	0

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..... R Cole.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..........

Print name..... THOMAS STAPLES.....

Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED