

EIGHTY FIFTH SG SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED

relating to the Track Access Contract

THIS EIGHTY FIFTH SG SUPPLEMENTAL AGREEMENT

is dated 1 March 2018 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a private company limited by shares registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; 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 extend the expiry date.

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

"**Effective Date**" shall mean:

- 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;

2. EFFECTIVE DATE AND DURATION

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

3. AMENDMENTS TO THE CONTRACT

- 3.1 That part of Clause 1.1 Definitions relating to "Expiry Date", be deleted and replaced with the line set out below.

- Expiry Date means 8 December 2019.

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

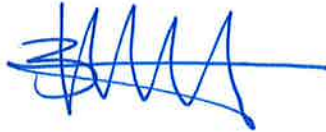
No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

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)
INFRASTRUCTURE LIMITED)



SIGNED BY)

for and on behalf of)

ARRIVA TRAINS WALES/)
TRENAU ARRIVA CYMRU LIMITED)



