

FINAL

Eleventh Supplemental Agreement

between

Network Rail Infrastructure Limited

and

DB Cargo (UK) Limited

relating to

The amendment of a track access agreement

THIS ELEVENTH SUPPLEMENTAL AGREEMENT is dated Thursday 28th June 2018 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England (number 2904587) having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **DB CARGO (UK) LIMITED** a company registered in England (number 2938988) having its registered office at Lakeside Business Park, Carolina Way, Doncaster DN4 5PN (The "Train Operator").

WHEREAS

- (A) The parties entered into a Track Access Contract (Freight Services) dated 11 December 2016 in a form directed by the Office of Rail and Road ("ORR") pursuant to section 17 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties propose to enter into this Eleventh Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Eleventh Supplemental Agreement:-

- (A) Words and expressions defined in and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in this Eleventh Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the date of this Eleventh Supplemental Agreement.

2. ORR GENERAL APPROVAL

This Eleventh Supplemental Agreement is entered into pursuant to the General Approval for freight track access contracts.

3. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this Eleventh Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect when the Contract shall cease to have effect.

4. AMENDMENTS TO THE AGREEMENT

The Rights Table in Schedule 5 of the Contract shall be amended by replacing Service Groups 1209, 1600, 4066, 4068, 4253 & Flows 7 & 8 of Service Group 4075 with the details listed in Annex 1 and removing Service Group 4228 in its entirety.

5. GENERAL

The parties agree that the Contract, as amended by this Eleventh 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 Eleventh 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 Eleventh Supplemental Agreement.

5. LAW

This Eleventh Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

6. COUNTERPARTS

This Eleventh 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. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

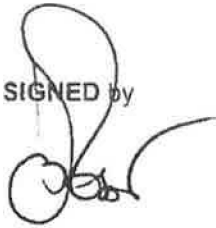
IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Eleventh Supplemental Agreement on the date first above written.

SIGNED by

A handwritten signature in black ink, appearing to read "Paul McManus". The signature is written in a cursive style with a large initial 'P'.

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a cursive name.

for and on behalf of
DB CARGO (UK) LIMITED

ANNEX 1