

FINAL

Third Supplemental Agreement

between

Network Rail Infrastructure Limited

and

DB Cargo (UK) Limited

relating to

The amendment of a track access agreement

THIS THIRD SUPPLEMENTAL AGREEMENT is dated 04/10/17 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 approved 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 Third Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Third 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 Third Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the date upon which the ORR issues its approval pursuant to Section 22 of the Act and the terms of this Third Supplemental.

2. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this Third Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect when the Contract shall cease to have effect, with the following exceptions:

- Two Firm Rights, identified as 6V31 [MO] and 6V31 [MSX], shall cease to have effect on the last day of the Working Timetable before Principal Change Date 2019. These expiry terms are set out in the Special Terms column of the Rights Table at Annex 1.

3. AMENDMENTS TO THE AGREEMENT

The Rights Table in Schedule 5 of the Contract shall be amended by updating Service Groups 4068, 6050, 6070, 4075 and 6103 with the details listed in Annex 1.

4. GENERAL

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

5. LAW

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

6. COUNTERPARTS

This Third 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 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 Third Supplemental Agreement on the date above written.

SIGNED by

A handwritten signature in black ink, appearing to read "Paul Metcalfe".

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

A handwritten signature in blue ink, appearing to read "DB Cargo".

for and on behalf of
DB CARGO (UK) LIMITED