SIXTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

DIRECT RAIL SERVICES LIMITED
as Freight Operator

relating to the Track Access Contract (Freight Services) dated 8th January 2010
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THIS SIXTH SUPPLEMENTAL AGREEMENT is dated 25th May 2017 and made

BETWEEN:

(1) NETWORK RAIL INFRASTRUCTURE LIMITED, a company registered in England
under number 2904587 having its registered office at 1 Eversholt Street, London,
NW1 2DN ("Network Rail"); and

(2) DIRECT RAIL SERVICES LIMITED, a company registered in England under
number 3020822, having its registered office at Herdus House, Westlake Science
and Technology Park, Moor Row, Cumbria, CA24 3HU (The "Train Operator").

WHEREAS:

(A) The parties entered into a Track Access Contract (Freight Services) dated 8th
January 2010 in a form approved pursuant to Section 18(7) of the Act, as amended
by various supplemental agreements each 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 wish to amend the Contract in the terms described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Sixth 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" means the date upon which the ORR issues its approval
pursuant to Section 22 of the Act of the terms of this Sixth Supplemental
Agreement;

(1.3) "Annex" shall mean the annexes and their relevant parts and attached
hereto.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Sixth Supplemental Agreement
shall have effect from the Effective Date and shall cease to have effect on the
expiry or earlier termination of the Contract.
3. **AMENDMENTS TO THE CONTRACT**

Appendix 3 of Schedule 7 of the Contract shall be deleted in its entirety and replaced with the amended version as set out in Annex A.

4. **GENERAL**

The Contract, as amended by this Sixth 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 Sixth 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 Sixth Supplemental Agreement.

5. **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 Sixth Supplemental Agreement.

6. **LAW**

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

7. **COUNTERPARTS**

This Sixth 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 document.
IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Sixth Supplemental Agreement on the date first above written.

SIGNED by

Print name: PAUL MCMANON

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name: C. CONNELLY

Duly authorised for and on behalf of
DIRECT RAIL SERVICES LIMITED
Annex A

SCHEDULE 7 APPENDIX 3
A new table Appendix 3 shall be added:

"METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 2.4.1.1

<table>
<thead>
<tr>
<th>Train Type</th>
<th>Train ID</th>
<th>Traction Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 88</td>
<td>All</td>
<td>AC / Diesel (UK Dual)</td>
</tr>
</tbody>
</table>