

Fifth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

GB Railfreight Limited

relating to

The amendment of a track access agreement

THIS FIFTH SUPPLEMENTAL AGREEMENT is dated ~~06/12/17~~ 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) **GB RAILFREIGHT LIMITED** a company registered in England (number 03707899) having its registered office at 3rd Floor, 55 Old Broad Street, London, EC2M 1RX (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 Fifth Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Fifth Supplemental Agreement:

- (A) 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 Fifth Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the date of this Fifth Supplemental Agreement.

2. ORR GENERAL APPROVAL

The Fifth Supplemental Agreement is entered into pursuant to the General Approval for freight track access contracts dated 6 December 2016.

3. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this Fifth 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 is to be amended by the surrender of 71 Firm Rights.

The specific changes are set out in Appendix A.

5. GENERAL

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

6. LAW

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

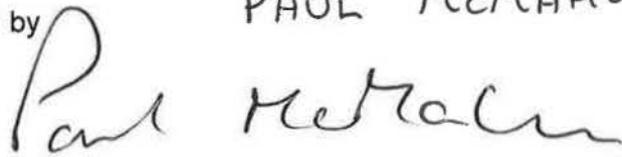
7. COUNTERPARTS

This Fifth 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.

8. 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 Fifth Supplemental Agreement on the date first above written.

SIGNED by PAUL McMAHON


for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by IAN RAPUR.


for and on behalf of
GB RAILFREIGHT LIMITED