

FINAL

Twelfth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

DB Cargo (UK) Limited

relating to

The amendment of a track access agreement

THIS TWELFTH SUPPLEMENTAL AGREEMENT is dated 26/06/18 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 Twelfth Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Twelfth 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 Twelfth 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 of the terms of this Twelfth Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

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

3. AMENDMENTS TO THE AGREEMENT

The Rights Table in Schedule 5 of the Contract shall be amended by adding Service Group 1554 with the details listed in Annex 1.

The term "Delay Attribution Guide" in the following definitions of paragraph 1 of Schedule 8 of the Contract shall be replaced with the term "Delay Attribution Principles and Rules":

"Attributable to both the Train Operator and Network Rail"

"Attributable to Network Rail"

"Attributable to the Train Operator"

4. GENERAL

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

5. LAW

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

6. COUNTERPARTS

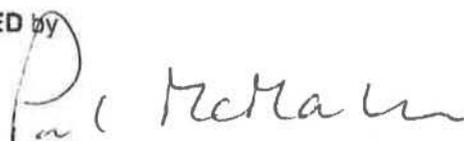
This Twelfth Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

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.

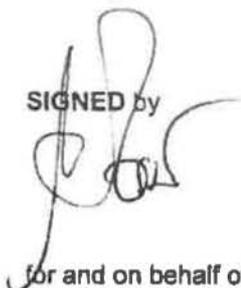
IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Twelfth Supplemental Agreement on the date first above written.

SIGNED by

A handwritten signature in black ink, appearing to read "P. McNamee". The signature is written in a cursive style with a large initial "P" and a long horizontal stroke at the end.

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

A handwritten signature in black ink, consisting of several loops and a long vertical stroke. The signature is written in a cursive style.

for and on behalf of
DB CARGO (UK) LIMITED

ANNEX 1