

SECOND Supplemental Agreement

between

Network Rail Infrastructure Limited

and

Varamis Limited

relating to

The amendment of a track access agreement

THIS SECOND SUPPLEMENTAL AGREEMENT is dated
and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England (number 2904587) having its registered office at Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) **Varamis LIMITED** a company registered in England (number 12038291) having its registered office at Room 103B, Denison House, Hexthorpe Road, Doncaster DN4 0BF (The "Train Operator").

WHEREAS

- (A) The parties entered into a Track Access Contract (Freight Customer) dated 5th August 2022 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 have been directed by ORR pursuant to section 22A of the Act to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this SECOND 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 SECOND Supplemental Agreement except where the context requires otherwise.

2. EFFECTIVE DATE AND TERM

2.1 The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

2.2 "Effective Date" means the date upon which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act.

3. AMENDMENTS TO THE AGREEMENT

The Rights Table in Schedule 5 of the Contract is to be amended by

- 7 New Firm Rights (1 hour window)
- 1 Contingent Right (1 hour window)

The specific changes are set out in Appendix A

4. GENERAL

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

5. LAW

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

6. COUNTERPARTS

This SECOND 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 SECOND Supplemental Agreement.

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

SIGNED by

STEVE RHYMES
HEAD OF RAILFREIGHT AND NATIONAL OPERATORS

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

for and on behalf of
Varamis Limited