

# Twenty Sixth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

Freightliner Limited

relating to

The amendment of a track access agreement

**THIS TWENTY SIXTH SUPPLEMENTAL AGREEMENT** is dated 5<sup>th</sup> December 2025 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) Freightliner Limited a company registered in England (number 3118392) having its registered office at 6<sup>th</sup> Floor, The Lewis Building, 35 Bull Street, Birmingham, B4 6EQ (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 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 Twenty Sixth 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 Twenty Sixth Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the later of the date on which the parties enter into the terms of this Supplemental Agreement pursuant to directions from ORR under Section 22A of the Act and 02:00 on 14 December 2025.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Agreement as set out in this Twenty Sixth Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 01:59 on 17 May 2026.

**3. AMENDMENTS TO THE AGREEMENT**

The Rights Table in Schedule 5 of the Contract shall be amended by updating with the details listed in Annex 1.

**4. GENERAL**

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

**5. LAW**

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

**6. COUNTERPARTS**

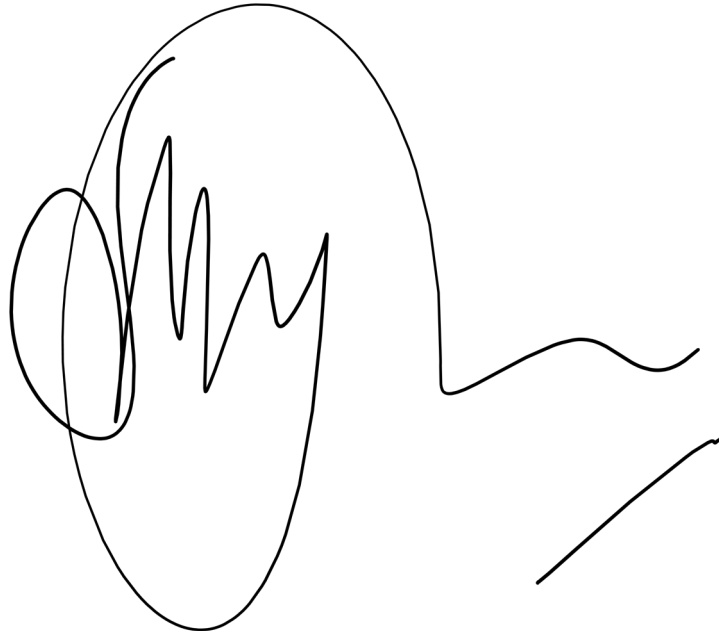
This Twenty Sixth Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

**7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person who is not a party to this Twenty Sixth Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Twenty Sixth Supplemental Agreement.

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

**SIGNED** by

A large, stylized handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature consists of several vertical, wavy lines that resemble the letters 'S', 'R', and 'H'.

STEVE RHYMES  
HEAD OF RAILFREIGHT AND NATIONAL OPERATORS  
04/12/2025

for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by

A smaller, stylized handwritten signature in black ink, consisting of a few fluid, connected strokes.

Dave Penney, MD Rail Services & Heavy Haul  
05.12.2025

for and on behalf of  
**Freightliner Limited**