DRAFT

One Hundred and Seventeenth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

DB Cargo (UK) Limited

relating to

The amendment of a track access agreement

THIS ONE HUNDRED AND SEVENTEENTH SUPPLEMENTAL AGREEMENT is dated XX Xxxxxxxxx 2026 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 One Hundred and Seventeenth Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this One Hundred and Seventeenth 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 One Hundred and Seventeenth Supplemental Agreement except where the context requires otherwise; and

(B) The parties propose to enter into this One Hundred and Seventeenth Supplemental Agreement in order to vary the Contract as described below.

2. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this One Hundred and Seventeenth Supplemental Agreement shall have effect from the date of this agreement 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 updated to reflect the 291 new dated contingent rights listed in Appendix A.

4. GENERAL

The parties agree that the Contract, as amended by this One Hundred and Seventeenth 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 One Hundred and Seventeenth 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 One Hundred and Seventeenth Supplemental Agreement.

5. LAW

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

6. COUNTERPARTS

This One Hundred and Seventeenth 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 One Hundred and Seventeenth Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this One Hundred and Seventeenth Supplemental Agreement.

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

SIGNED by

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

for and on behalf of
DB CARGO (UK) LIMITED