

# Tenth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

Freightliner Heavy Haul Limited

relating to

The amendment of a track access agreement

**THIS TENTH SUPPLEMENTAL AGREEMENT** is dated xx July 2021 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) Freightliner Heavy Haul Limited a company registered in England (number 3831229) having its registered office at 3<sup>rd</sup> floor, 90 Whitfield Street, Fitzrovia, London, W1T 4EZ (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 Tenth 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 Tenth Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the date upon which the parties enter into this Tenth Supplemental Agreement subject to ORR's directions under section 22A of the Act.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Agreement as set out in this Tenth 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 updating Service Group 6229 with the details listed in Annex 1.

**4. GENERAL**

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

**5. LAW**

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

**6. COUNTERPARTS**

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

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Tenth 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  
**Freightliner Heavy Haul Ltd**