

Draft

First Supplemental Agreement

between

Network Rail Infrastructure Limited

and

Devon and Cornwall Railways Limited

relating to

The amendment of a track access agreement

THIS FIRST SUPPLEMENTAL AGREEMENT is dated 06th October 2023 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) **Devon and Cornwall Railways LIMITED** a company registered in England (number 04973992) having its registered office at Cappagh House Waterside Way, Wimbledon, London, SW17 0HB(The "Train Operator").

WHEREAS

- (A) The parties entered into a Track Access Contract (Freight Services) dated 6th August 2021 in a form approved by the Office of Rail and Road ("ORR") pursuant to section 18 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 First Supplemental Agreement in order to vary the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this First Supplemental Agreement:

- (A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this First 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 First Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this First 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 is to be amended by:

5 New Firm Rights

The specific changes are set out in Appendix A.

4. GENERAL

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

5. LAW

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

6. COUNTERPARTS

This First 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

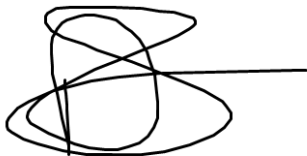
No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

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

SIGNED by  3/10/23

for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by



06/10/23

for and on behalf of
Devon and Cornwall Railways Limited