

Second Supplemental Agreement

between

Network Rail Infrastructure Limited

and

GB Railfreight Limited

relating to

The amendment of a track access agreement

THIS SECOND SUPPLEMENTAL AGREEMENT is dated 11 April 2017 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) GB RAILFREIGHT LIMITED a company registered in England (number 03707899) having its registered office at 3rd Floor, 55 Old Broad Street, London, EC2M 1RX (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 Second Supplemental Agreement in order 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; 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 Second Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Agreement as set out in this Second Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect when the Contract shall cease to have effect, with the following exceptions:

- 33 of the amended and new Firm Rights shall cease to have effect on the last day of the Working Timetable before the Principal Change Date 2020. These rights are identified in the Special Terms column of the Rights Table at Appendix A.

3. AMENDMENTS TO THE AGREEMENT

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

- the surrender of 185 Firm Rights;
- the addition of 80 new Firm Rights; and
- the amendment of 67 Firm Rights.

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

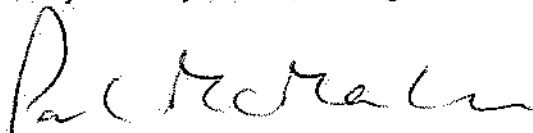
This Second Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

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 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 PAUL McMAHON, MANAGING DIRECTOR
FREIGHT AND NATIONAL
PASSENGER OPERATORS



for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by IAN KAPUR, NATIONAL ACCESS MANAGER.



for and on behalf of
GB RAILFREIGHT LIMITED