

DATED: 15 March 2004

First Supplemental Agreement

between

Network Rail Infrastructure Limited

and

Advenza Freight Limited

relating to

the amendment of a track access agreement

THIS FIRST SUPPLEMENTAL AGREEMENT is dated 15 March 2004 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England (number 2904587) having its registered office at 40 Melton Street, London NW1 2EE (“Network Rail”); and
- (2) **ADVENZA FREIGHT LIMITED** a company registered in England (number 04156372) having its registered office at 3 Moat Green, Sherbourne, Warwick, Warwickshire CV35 8AJ (The “Train Operator”).

WHEREAS

- (A) The parties entered into a Track Access Agreement (Non-Passenger Services) dated 16 October 2003 in a form approved by the Regulator under section 17 of the Act (the “Agreement”).
- (B) The parties propose to enter into this First Supplemental Agreement in order to vary the Agreement.

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 Agreement 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 Regulator issues his approval pursuant to Section 22 of the Act of the terms of this First Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1 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 Agreement shall cease to have effect.

3. AMENDMENT TO THE AGREEMENT

- 3.1 In clause 1.1, the definition of “Long Stop Date” shall be amended to read

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“means 30 November 2004;”.

4. GENERAL

The parties agree that the Agreement, 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 Agreement to “the Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement 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 First 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)
)
for and on behalf of)
NETWORK RAIL INFRASTRUCTURE LIMITED)

SIGNED by)
)
for and on behalf of)
ADVENZA FREIGHT LIMITED)