

## ACCESSION LETTER

To: Banverket (Swedish Rail Administration), Banedanmark (Rail Net Denmark), Infrabel NV (Belgian Railway Infrastructure Administration) and Jernbaneverket (Norwegian National Rail Administration) (together referred to as the “**Existing Parties**”)

From: *[Name of acceding infrastructure manager]*

Dated: [●]

Dear Sirs,

**Accession to the cooperation agreement dated 24 November 2004, updated 21 May 2008, by and between Banverket, Banedanmark, Jernbaneverket and Infrabel NV, concerning a European Railway Energy Settlement System (the “ERESS”)**

1. We refer to the cooperation agreement dated 24 November 2004, and accession letter dated 21 May 2008, by and between the Existing Parties regarding the ERESS (the “**Cooperation Agreement**”), and which is attached hereto in original version as Schedule 1 and in English translation as Schedule 2.
2. Pursuant, inter alia, to the first sentence of Clause 5 of the Cooperation Agreement, *[Name of acceding infrastructure manager]* wishes to accede to the Cooperation Agreement as a party thereto. (*[Name of acceding infrastructure manager]* and the Existing Parties are herein after together referred to as the “**ERESS Owners**”.)
3. This is an accession letter, which purpose is to set out the terms and conditions applicable in connection with our accession to the Cooperation Agreement.
4. Pursuant to the third sentence of Clause 5 of the Cooperation Agreement, as a compensation for the investments made by the Existing Parties in the ERESS up to the Effective Date, *[Name of acceding infrastructure manager]* accepts to pay, no later than 14 days after the Effective Date (as defined below) EUR [●] (the “**Accession Remuneration**”) to Jernbaneverket on behalf of the Existing Parties.
5. *[Name of acceding infrastructure manager]* furthermore agrees, as from the Effective Date, to be bound by the Cooperation Agreement and fulfil the rights and obligations following from the Cooperation Agreement.
6. We hereby confirm that the ERESS Owners have agreed that the Cooperation Agreement is specified and/or amended as follows:
  - (a) Clause 4.1 of the Cooperation Agreement implies that the ERESS Owners shall be represented by one representative each in the Steering Group. Accordingly, the

number of members of the Steering Group shall at all times be equal to the number of ERESS Owners.

(b) Clause 10 of the Cooperation Agreement is amended by replacing the words “*Danish, Swedish and/or Norwegian*” (English translation) and “*dansk, svensk og/eller norsk*” (original version) with “*English*” and “*engelsk*” respectively

7. [*Name of acceding infrastructure manager*]'s administrative details are:

Address:

Telephone no.:

Fax no.:

E-mail:

Attention:

8. This accession letter shall have effect from the date this accession letter has been accepted and signed by all ERESS Owners (the “**Effective Date**”).

9. Clause 10 (Choice of law and venue) of the Cooperation Agreement applies equally to this accession letter.

[*NAME OF ACCEDING INFRASTRUCTURE MANAGER*]

As acceding infrastructure manager

\_\_\_\_\_  
By:

Title:

\* \* \*

We, the Existing Parties, hereby confirm that the accession of [*Name of acceding Infrastructure Manager*] to the Cooperation Agreement pursuant to the terms and conditions set out above, has been approved by the ERESS steering group pursuant to Clause 6, cf Clause 4 of the Cooperation Agreement and thereby also by each and all of the Existing Parties.

JERNBANEVERKET

As Existing Party

INFRABEL NV

As Existing Party

\_\_\_\_\_  
Date:

By:

Title:

\_\_\_\_\_  
Date:

By:

Title:

BANVERKET  
As Existing Party

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Date:  
By:  
Title:

BANEDANMARK  
As Existing Party

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Date:  
By:  
Title: