



Letter of Intent Rail Terminal Barneveld

BIK, legally represented by **Marcel Wijnen** in his function as board member BIK
Back Office located at: Barneveld Tomorrow/Rabobank Torenplein 2, 3772 CX
Barneveld

And

CargoBeamer, legally represented by **Matthias Schadler** Managing Director
CargoBeamer intermodal operations GmbH, located at Lyoner Straße 20, 60528
Frankfurt / Main

Agree upon:

Article 1 – Intent of the agreement

1. The intention of the agreement is to investigate whether collaboration is possible between the parties, which should look like this: there is the intention to set up a cooperation with the goal to realize a rail terminal in Barneveld.
2. The parties will make every effort during the term of this agreement to elaborate binding agreements and will negotiate in good faith. The parties want to investigate at least the following before they decide on a possible collaboration: potential rail terminal, volumes, environmental advantages & durability, subsidies, total feasibility.
3. The parties have expressly only an intention and therefore have not yet made binding agreements regarding the collaboration.
4. The intention only contains a best-efforts obligation and therefore no obligation of result for the parties.
5. As soon as the parties wish to convert the intention into binding agreements, they will record this in a written agreement.

Article 2 – Duration of the agreement

1. This agreement starts at the moment of signing the agreement and ends by operation of law on 28 July 2022.
2. This agreement can be extended if all parties so wish. To this end, they will draw up a written extension for a period to be determined.

Article 3 – Withdrawal

1. All parties are free to withdraw from this agreement at any time, without further obligations, subject to obligations that apply according to the standards of reasonableness and fairness or that have been agreed otherwise subject to the obligations as described in this LOI.

Article 4 – Reservations

1. Even if the parties have reached such a stage of negotiations that, in accordance with established case law, the termination of negotiations cannot take place without compensation of any contractual interest, the parties are at all times entitled to terminate the negotiations free of charge if:
 - The intended collaboration proves not to be financially feasible because the own financial resources prove to be insufficient, and the parties cannot obtain financing.
 - The necessary permits cannot be obtained.
 - It appears that there is insufficient trust between the parties to achieve fruitful collaboration.
 - The aim of the collaboration appears to be technically not feasible.

Article 5 – Good name and reputation

The parties will refrain from any action that could affect the good name and reputation of the other party.

Article 6 – Confidentiality and penalty clause

1. The parties declare mutually that during this agreement and for a period of one year starting on the day after signing this agreement, they will observe complete confidentiality with regard to everything they have come to know regarding the other party or parties within the framework of this agreement and thereafter and of which they know or suspect that this information is confidential.
2. Confidential information is understood to mean: all information that has been designated as confidential, or of which it is known or can reasonably be suspected that it is confidential, unless it concerns information that is already known to the other party and/or the public.
3. The parties will treat all confidential information of the other party in strict confidence, keep it carefully and securely and keep it completely confidential from third parties, unless a party is forced to disclose it on the basis of a legal or judicial provision.
4. This confidentiality clause will remain in full force even after the end of this agreement.

Article 7 – Liability

The parties limit their mutual liability under this agreement to only those cases in which there is intent and/or gross negligence.

Article 8 – Final provisions

1. This agreement contains all agreements made between the parties about the stated intention and replaces any previously made agreements about this.
2. Changes and/or additions to this agreement are only valid if agreed in writing.
3. No general terms and conditions apply to this agreement.
4. Dutch law applies to this agreement.



5. The Dutch court has jurisdiction to hear all disputes arising from this agreement.

Thus, agreed between the parties and recorded in this agreement, whereby this page is provided with a signature and all other pages are provided with initials of all parties.

Signed by :

Marcel Wijnen
Board Member
Barneveldse Industriële Kring

Matthias Schadler
Managing Director
CargoBeamer intermodal operations GmbH