

DATED

Network Rail Infrastructure Limited (1)

and

**Siemens plc (2)
as Transferor**

and

**Siemens Mobility Limited (3)
as Transferee**

**DEED OF NOVATION
for a Connection Agreement relating to
Cleethorpes Passenger Light Maintenance Depot**

THIS DEED OF NOVATION is made the day of 2021
BETWEEN

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company Number 2904587) whose registered office is at 1 Eversholt Street, London NW1 2DN (“**Network Rail**”);
- (2) **SIEMENS PLC** (Company Number 00727817) whose registered office is at Faraday House, Sir William Siemens Square, Finley, Camberley, Surrey GU16 8QD (the “**Transferor**”); and
- (3) **SIEMENS MOBILITY LIMITED** (Company Number 00016033) whose registered office is at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey GU16 8QD (the “**Transferee**”).

RECITALS

- (A) This Novation is made pursuant to the terms of an agreement dated 18 June 2007 and made between (1) Network Rail Infrastructure Limited and (2) the Transferor (“**the Connection Agreement**”) relating to Cleethorpes Passenger Light Maintenance Depot.
- (B) The Transferor wishes to novate its interest in the Connection Agreement to the Transferee and Network Rail has agreed to give its consent to the transfer upon the terms contained in this Novation.
- (C) The Office of Rail and Road has issued its approval and direction (as appropriate) pursuant to the powers vested in it under the Railways Act 1993 in respect of the terms of this Novation.

1 Definitions

- (i) “**Effective Date**” means the date of last signature by the parties.

All terms, unless otherwise defined in this Novation, shall have the same meaning given to those terms in the Connection Agreement.

2 **Operative Provisions**

2.1 As from the Effective Date:

- (a) The Transferee undertakes to Network Rail that it will discharge the obligations of the Transferor under the Connection Agreement as if the Transferee had at all times been a party to the Connection Agreement in lieu of the Transferor;

- (b) Network Rail releases and discharges the Transferor from all liabilities, claims and demands of any kind arising from breaches under or in connection with the Connection Agreement, Network Rail accepting in place of that performance and those liabilities, claims and demands the undertaking of the Transferee set out in Clause 2.1(a);

- (c) Network Rail undertakes to the Transferee that it will discharge its obligations under the Connection Agreement and otherwise observe all the provisions of the Connection Agreement and be liable to the Transferee for any breaches of the Connection Agreement on its part, prior to, on or after the Effective Date as if the Transferee had been party to the Connection Agreement and the obligations of Network Rail had been owed to the Transferee from the date on which the Connection Agreement was first made;

- (d) The Transferor shall cease to have any rights under the Connection Agreement in respect of any acts or omissions of Network Rail prior to on or after the Effective Date.

3 **Counterparts**

This Novation may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together constitute the same document.

4 **Governing Law**

This Novation shall be governed by and construed in accordance with English Law.

5 **Contracts Rights of Third Parties**

No person who is not a party to this Novation shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Novation.

IN WITNESS whereof Network Rail, the Transferor and the Transferee have each executed this Novation as a deed on the date shown above.

THE COMMON SEAL of NETWORK RAIL INFRASTRUCTURE LIMITED

was affixed to this DEED

in the presence of

SIEMENS PLC

in the presence of:

Signature of witness:

Name of witness:

_____ as attorney for SIEMENS PLC

By:
Title:
Date:

Address of witness:

SIEMENS PLC

in the presence of:

Signature of witness:

Name of witness:

_____ as attorney for SIEMENS PLC

By:
Title:
Date:

Address of witness:

SIEMENS MOBILITY LIMITED

By:
Title:
Date:

By:
Title:
Date:

