

DATED 14 July 2023

Network Rail Infrastructure Limited (1)

And

Grand Union Trains Limited (2)

And

Grand Union Trains No. 2 Limited (3)

DEED OF NOVATION

Relating to the Track Access Contract

Between Network Rail Infrastructure Limited

and

Grand Union Trains Limited

THIS DEED OF NOVATION is made this FOURTEENTH day of July 2023, between

- (1) NETWORK RAIL INFRASTRUCTURE LIMITED, a company registered in England under number 2904587, whose registered office is at Waterloo General Office, London, SE1 8SW ('Network Rail');
- (2) GRAND UNION TRAINS LIMITED, a company registered in England under number 11408012 whose registered office is at Fulford Lodge, 1 Heslington Lane, Fulford, York, YO10 4HW (the 'Transferor'); and
- (3) GRAND UNION TRAINS No 2 LIMITED, a company registered in England under number 14653926 whose registered office is at care of TC Group Holdings Ltd, 6 Queen Street, Leeds, LS1 2TW (the 'Transferee').

RECITALS

- (A) This Deed is made pursuant to the terms of a track access contract dated 13 June 2023 and made between (1) Network Rail and (2) the Transferor ('the Track Access Contract') relating to the use of the Network.
- (B) The Transferor wishes to transfer its interest in the Track Access Contract to the Transferee, and Network Rail has agreed to give its consent to the transfer upon the terms contained in this Deed.
- (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 this Deed.

1. Definitions

- (i) '*Effective Date*' means 12 noon on 14 July 2023.

All terms, unless otherwise defined in this Deed, shall have the same meaning given to those terms in the Track Access Contract.

2. Operative Provisions

- 2.1 Network Rail now consents to the Transferor transferring all of its interest in the Track Access Contract to the Transferee on the Effective Date.
- 2.2 As from the Effective Date:
 - (a) The Transferee undertakes to Network Rail that it will discharge and perform the obligations of the Transferor under the Track Access Contract as if the Transferee were a party to the Track Access Contract in lieu of the Transferor, it being acknowledged by the parties that the Transferee shall

not be liable for any breaches by the Transferor of the Track Access Contract prior to the Effective Date.

- (b) Network Rail releases and discharges the Transferor from all liabilities, claims and demands of any kind arising from breaches which in each case occur on or after the Effective Date under or in connection with the Track Access Contract, Network Rail accepting in place of that performance and those liabilities, claims and demands the undertaking of the Transferee set out in clause 2.2 (a), it being acknowledged by all parties that Network Rail's release and discharge of the Transferor is without prejudice to any liabilities, claims and demands of or made against the Transferor arising from breaches by the Transferor which occurred prior to the Effective Date, which shall continue to be the responsibility of the Transferor;
- (c) Network Rail undertakes to the Transferee that it will discharge its obligations under the Track Access Contract and otherwise observe all the provisions of the Track Access Contract and be liable to the Transferee for any breaches of the Track Access Contract on its part, on or after the Effective Date; and
- (d) The Transferor shall cease to have any rights under or in connection with the Track Access Contract in respect of any acts or omissions of Network Rail from and including the Effective Date; but this is without prejudice to the rights of the Transferor in respect of any breach of the Track Access Contract on the part of Network Rail prior to the Effective Date.

3. Counterparts

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

5. Jurisdiction

Each party irrevocably agrees that the courts of England have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with this Deed, its subject matter or formation (including in relation to any non-contractual obligations).

6. Contracts Rights of Third Parties

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

IN WITNESS whereof Network Rail, the Transferor and the Transferee have each executed this Novation as a deed and it is delivered on the date stated at the beginning of this Deed.

EXECUTED as a deed by NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED as a DEED by

Andrew Haines

acting by

DocuSigned by:
Andrew Haines
43521ADDA0094A1...

A Director in the presence of

DocuSigned by:
Maggie Summers
0651E20E3EED44B...

Name Maggie Summers
Address 16 Courtney Road, SW19 2ED
Occupation Executive Assistant

EXECUTED as a deed by GRAND UNION TRAINS LIMITED

SIGNED as a DEED by

Ian Yeowart

acting by

DocuSigned by:
Ian Yeowart
69300328894C46B...

A Director in the presence of

DocuSigned by:
Derek Jones
3B18C6A83FD8407...

Name Derek Jones
Address 41 Earswick Chase, Earswick
Occupation Retired

EXECUTED as a deed by GRAND UNION TRAINS No 2 LIMITED

SIGNED as a DEED by

Ian Yeowart

acting by

DocuSigned by:
Ian Yeowart
69300328894C46B...

A Director in the presence of

DocuSigned by:
Derek Jones
3B18C6A83FD8407...

Name Derek Jones
Address 41 Earswick Chase, Earswick
Occupation Retired