

DATED 4TH OCTOBER 2019

Network Rail Infrastructure Limited (1)

and

**Siemens Plc (2)
as Transferor**

and

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

DEED OF NOVATION
relating to a Connection Agreement at
Northampton Kings Heath Traincare Facility
Between Northampton North Junction and Mill Lane Junction
On the Road to Rugby New Line

THIS DEED OF NOVATION is made the 4TH day of OCTOBER 2019
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, Frimley, 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 15 April 2009 and made between (1) Network Rail Infrastructure Limited and (2) the Transferor ("**the Connection Agreement**") relating to the use of railway sidings at Northampton Kings Heath Traincare Facility Between Northampton North Junction and Mill Lane Junction On the Roade to Rugby New Line.
- (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

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.

EXECUTED as a deed by)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED as a DEED by }
acting by }

a Director in the presence of }

Name
Address

Occupation

EXECUTED as deed by
The TRANSFEROR

SIGNED as a DEED by Siemens plc
acting by

WILL WILSON

as Attorney

NICOLA JORDAN

as Attorney

} *Will Wilson*
}
}
}
}
Nicola Jordan

EXECUTED as deed by
The TRANSFEEE

SIGNED as a DEED by Siemens
Mobility Limited acting by

WILL WILSON

Director

NICOLA JORDAN

Director/Secretary

} *Will Wilson*
}
}
}
}
Nicola Jordan

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EXECUTED as a deed by)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED as a DEED by STEVEN WELSH - }
acting by 
_____ }
a Director in the presence of


Name ROSS REDSHAW
Address 7 Alumni Court, Cotton Street,
Manchester, M45BR
Occupation
Accountant.

EXECUTED as deed by
The TRANSFEROR

SIGNED as a DEED by Siemens plc }
acting by _____ }
as Attorney _____ }
as Attorney _____ }

EXECUTED as deed by
The TRANSFEEE

SIGNED as a DEED by Siemens }
Mobility Limited acting by _____ }
Director _____ }
Director/Secretary _____ }