

DATED 03 JULY 2015

NETWORK RAIL INFRASTRUCTURE LIMITED (1)

and

**Southern Railway (2)
as Transferor**

and

**Govia Thameslink Rail Limited (3)
as Transferee**

**DEED OF AMENDMENT AND
NOVATION
relating to a Connection Agreement at
Brighton Light Maintenance Depot
(Lovers Walk, Brighton)**

THIS DEED OF AMENDMENT AND NOVATION

is made the day of 03 JULY 2015 BETWEEN

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** whose registered office is at 1 Eversholt Street, London NW1 2DN ("**Network Rail**");
- (2) **Southern Railway Limited** whose registered office is at 3rd Floor, 41 – 51 Grey Street, Newcastle upon Tyne, NE1 6EE

(the "**Transferor**"); and

- (3) **Govia Thameslink Railway Limited** whose registered office is at 3rd Floor, 41 – 51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "**Transferee**").

RECITALS

- (A) This Deed is made in relation to an agreement dated 20 March 1996 and made between (1) Network SouthCentral Limited and (2) Network Rail Infrastructure Limited (the "**Connection Agreement**") relating to the use of railway sidings at **Brighton Light Maintenance Depot** (Lovers Walk, Brighton) (as transferred, novated and/or amended from time to time prior to the date of this Deed).
- (B) Network Rail, the Transferee and the Transferor have agreed that the Connection Agreement can be novated to the Transferee on the Effective Date (as defined below) and that certain other terms of the Connection Agreement may be amended from the Amendment Effective Time (as defined below), each in accordance with the terms below.
- (C) The Office of Rail Regulation 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 Deed.
- (D) This Deed is effective for a period of 12 months from the date made, after which it will expire. Both parties named on this Deed having agreed to enter into a new Model Connection Agreement using the template documentation approved by the Office of Road and Rail prior to the expiry of this Deed.

1 Definitions

- 1.1 All terms, unless otherwise defined in this Deed, shall have the same meaning given to those terms in the Connection Agreement
- 1.2 In this Deed, the following definitions shall apply:
- (i) “**Amendment Effective Time**” means 01:59 on 26 July 2015; and
 - (ii) “**Effective Date**” means 02:00 on 26 July 2015.
- 1.3 In the event of any conflict between the provisions of this Deed and the Connection Agreement, the provisions of this Deed shall prevail.

2 Condition Precedent

The provisions of Clauses 3 and 4 are subject to the issue by or on behalf of the Secretary of State for Transport of a certificate in relation to the commencement of the franchise agreement between the Secretary of State for Transport and the Transferee dated 11 June 2014.

3 Operative Provisions

- 3.1 Network Rail consents to the Transferor transferring all its interest in the Connection Agreement to the Transferee.
- 3.2 With effect from the Effective Date:
- (a) the Connection Agreement is novated and constitutes an agreement between Network Rail and the Transferee;
 - (b) the Transferee undertakes to Network Rail that it will discharge the obligations of the Transferor under the Connection Agreement as if the Transferee were a party to the Connection Agreement 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 Connection Agreement prior to the Effective Date;

- (c) Network Rail releases and discharges the Transferor from all liabilities, claims and demands of any kind arising from breaches which in each case occur after the Effective Date 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 3.2(b), 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;
- (d) 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 as well as the Transferor from the date on which the Connection Agreement was first made; and
- (e) the Transferor shall cease to have any rights under the Connection Agreement 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 Connection Agreement on the party of Network Rail prior to the Effective Date.

4 Amendments to the Connection Agreement

- 4.1 With effect from the Amendment Effective Time clause 5.1.1 of the Connection Agreement shall be deleted and replaced by:

“(in respect of the period commencing from Govia Thameslink Railway Limited (Company Number: 07934306) becoming depot facility owner at the Depot at 02:00 on 26 July 2015) **Southern Railway** (Company Number: 06574965) ceasing to be facility owner of the Depot; and”;

4.2 With effect from the Effective Date paragraph 1 of the Schedule to the Connection Agreement shall be deleted and replaced with:

"1. Depot Facility Owner

Name: Govia Thameslink Railway Limited

Registered Office: 3rd Floor, 41 – 51 Grey Street

Newcastle upon Tyne, NE1 6EE

5 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.

6 Governing Law

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

7 Contracts Rights of Third Parties

No person who is not a party to this Agreement shall have any rights under the Contract (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 Deed as a deed on the date shown above.

EXECUTED as a DEED by affixing the common seal
of NETWORK RAIL)
INFRASTRUCTURE LIMITED)
in the presence of:-

SEAL NO. 36314.
+ Debra Martin 21/11/15.
Assistant Company Secretary.
Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 25 November 2014

EXECUTED as a DEED by
Southern Railway Limited
acting by }



a Director in the presence of

Lillian Connett

Name Lillian Connett
Address Hertford House
1 Cranwood Street
London
EC1V 9QS
Occupation PA to Charles Horton

EXECUTED as a DEED by
GOVIA THAMESLINK
RAILWAY LIMITED acting by

}



a Director in the presence of

William Connett

Name William Connett
Address Hertford House
1 Cranwood Street
London
EC1V 9QS
Occupation PA to Charles Horton

