

THIRD SUPPLEMENTAL AGREEMENT

between

AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED

and

KEOLIS AMEY OPERATIONS / GWEITHREDIADAU KEOLIS AMEY LIMITED

relating to the Track Access Contract (Passenger Services) dated 24 December 2019

THIS THIRD SUPPLEMENTAL AGREEMENT

is dated 28th January 2021 and made between:

- (1) **AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED**, a company registered in England under number 11389544, whose registered office is at Transport for Wales CVL Infrastructure Depot, Ty Trafnidiaeth, Treforest Industrial Estate, Gwent Road, Pontypridd, United Kingdom CF37 5UT (the "**CVL IM**"); and
- (2) **KEOLIS AMEY OPERATIONS / GWEITHREDIADAU KEOLIS AMEY LIMITED**, a company registered in England under number 11389531, whose registered office is at 2 Callaghan Square, Cardiff CF10 5BT (the "**Train Operator**").

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 24th December 2019 pursuant to Section 18(6) of the Act, as amended by supplemental agreements from time to time, each in a form approved by ORR pursuant to section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- B. The parties now propose to enter into this Supplemental Agreement in order to make amendments to the Contract on the terms set out below.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Supplemental Agreement:

- (a) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise; and
- (b) "**Effective Date**" shall mean the later of:
 - (i) the date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
 - (ii) the date of termination of the ODP Grant Agreement between the Welsh Ministers and the ODP dated 4 June 2018.

2 EFFECTIVE DATE AND DURATION

2.1 The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date.

3 AMENDMENTS TO THE CONTRACT

3.1 In paragraph 1.1 (Definitions) of the Contract:

- (a) the definition of "CVL IM Sub-Contract" shall be deleted;
- (b) the definition of "ODP Grant Agreement" shall be deleted;
- (c) a new definition of "Infrastructure Agreement" shall be inserted as follows:
"means the agreement dated 12 October 2018 between the ODP and the CVL IM, as amended from time to time and as novated by the ODP to Tfw;";
- (d) a new definition of "TfWRL" shall be inserted as follows:
"means Transport for Wales Rail Ltd, a company registered in England and Wales with company number 12619906;"
- (e) a new definition of "TfWRL Grant Agreement" shall be inserted as follows:
"means the agreement entered into or to be entered into between the Welsh Ministers and TfWRL in respect of the provision by TfWRL of passenger rail services;".

3.2 Subject to clause 3.1(a), all references in the Contract to "the CVL IM Subcontract" shall be amended to "the Infrastructure Agreement".

3.3 Clause 15.4(a) shall be amended as follows:

"immediately prior to any expiry or termination of the Infrastructure Agreement"

3.4 Paragraph 2 of Schedule 1 (Contract Particulars) shall be deleted and replaced as follows:

Transport for Wales Rail Ltd
3 Llyd Cadwyn
Pontypridd
Wales
CF37 4TH

Email: james.price@tfw.wales

All written notices to be marked for the attention of Director (Transport for Wales Rail Ltd).

3.5 A new paragraph 7 shall be added to Schedule 3 as follows:

"The TfWRL Grant Agreement."

3.6 Paragraph 1.1(g) of Schedule 6 shall be deleted and replaced as follows:

"the TfWRL Grant Agreement is terminated."

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect all references in the Contract to the "contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

7. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

IN WITNESS WHEREOF the CVL IM and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

for and on behalf of

**AMEY KEOLIS INFRASTRUCTURE /
SEILWAITH AMEY KEOLIS LIMITED**

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SIMON RHODEN

SIGNED BY

for and on behalf of

**KEOLIS AMEY OPERATIONS
/ GWEITHREDIADAU KEOLIS AMEY
LIMITED**

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SAMANTHA HAWKINS