

EIGHTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

SOUTH YORKSHIRE FUTURE TRAMS LIMITED

**Relating to Schedules 1 and 3
of the Track Access Contract
(Non-Franchised Passenger Services)**

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THIS EIGHTH SUPPLEMENTAL AGREEMENT is dated 26 March 2024 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under company number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) **SOUTH YORKSHIRE FUTURE TRAMS LIMITED** (the “**Train Operator**”), a company registered in England under number 15221340 having its registered office at 11 Broad Street West, Sheffield, South Yorkshire S1 2BQ;

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 4 May 2018 (the “**Contract**”) in a form approved and directed by the Office of Rail and Road pursuant to Section 18(7) of the Railways Act 1993 (“the Act”).
- B. On 24 June 2018 the rights and obligations of South Yorkshire Supertram Limited under the Contract were transferred to the Train Operator pursuant to Clause 15 of the Contract.
- C. The parties propose to enter into this Supplemental Agreement in order to amend the expiry date, novation clause and Schedule 3 of the Contract.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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
- 1.2 “**Effective Date**” shall mean:

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.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 01.59 hours on the Expiry Date or on the earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 On the title page of the contract, "SOUTH YORKSHIRE SUPERTRAM LIMITED" to be replaced with "SOUTH YORKSHIRE FUTURE TRAMS LIMITED."
- 3.2 In the front end of the contract, "SOUTH YORKSHIRE SUPERTRAM LIMITED" to be replaced with "SOUTH YORKSHIRE FUTURE TRAMS LIMITED."
- 3.3 Schedule 1: "SOUTH YORKSHIRE SUPERTRAM LIMITED" to be replaced with "SOUTH YORKSHIRE FUTURE TRAMS LIMITED."
- 3.4 Schedule 1: The Train Operator's address for the service of notices, and copy address, to be updated to South Yorkshire Future Trams Limited, 11 Broad Street West, Sheffield, S1 2BQ
- 3.5 Schedule 3, Clause 3: "South Yorkshire Supertram Limited" to be replaced with "South Yorkshire Future Trams Limited."
- 3.6 Schedule 3, Clause 5: "South Yorkshire Supertram Limited" to be replaced with "South Yorkshire Future Trams Limited."
- 3.7 Schedule 3, Clause 6: "South Yorkshire Supertram Limited" to be replaced with "South Yorkshire Future Trams Limited."
- 3.8 Annex A to Part 3 of Schedule 4: "South Yorkshire Supertram Ltd" to be replaced with "South Yorkshire Future Trams Limited."
- 3.9 Signature page ("In Witness): "South Yorkshire Supertram Limited" to be replaced with "South Yorkshire Future Trams Limited."
- 3.10 End Notes: "South Yorkshire Supertram Limited" to be replaced with "South Yorkshire Future Trams Limited."

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 with effect from and including the Effective Date and during the period in which the amendments made by the 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 English law.

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 Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED by... ..

Print name.....Matthew Rice, Route Director, North & East.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... ..

Print name.....GARETH SUTTON.....

Duly authorised for and on behalf of
SOUTH YORKSHIRE FUTURE TRAMS LIMITED