

DATED *6th April* **2017**

Network Rail Infrastructure Limited (1)

and

London Concrete Limited (2)
as Transferor

and

Aggregate Industries UK Limited (3)
as Transferee

DEED OF NOVATION
relating to a Connection Agreement at
Watford Junction

THIS DEED OF NOVATION is made the 6th day of April 2017
BETWEEN

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** whose registered office is at 1 Eversholt Street, London NW1 2DN ("**Network Rail**");
- (2) **LONDON CONCRETE LIMITED** whose registered office is Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ (the "**Transferor**"); and
- (3) **AGGREGATE INDUSTRIES UK LIMITED** whose registered office is at Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ (the "**Transferee**").

RECITALS

- (A) This Novation is made pursuant to the terms of an agreement dated 17 August 2016 and made between (1) Network Rail Infrastructure Limited and (2) the Transferor ("**the Connection Agreement**") relating to the use of railway sidings at Watford Junction.
- (B) The Transferor wishes to transfer 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 Agreement.
- (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 31st March 2017.

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 Network Rail now consents to the Transferor transferring all its interest in the Agreement to the Transferee but so that this consent shall only be valid

in relation to a transfer completed within a period of three months commencing on the date of this Agreement.

2.2 As from the Effective Date:

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;

- (a) 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 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;
- (b) 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;
- (c) 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 part of Network Rail prior to the Effective Date.

3 **Counterparts**

This Agreement 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 Agreement 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 Agreement shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS whereof Network Rail, the Transferor and the Transferee have each executed this novation as a deed on the date shown above.

[Handwritten signature]



EXECUTED as a deed by
NETWORK RAIL
INFRASTRUCTURE LIMITED

ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015

SIGNED as a DEED by LONDON
CONCRETE LIMITED acting by
FRANCOIS PETRY

[Handwritten signature]

a Director in the presence of

WILLIAM STEELE

[Handwritten signature]

Name WILLIAM STEELE
Address 75-77 MARGARET STREET, LONDON
W1W 8SY

Occupation TRAINEE SOLICITOR

SIGNED as a DEED by
AGGREGATE INDUSTRIES UK
LIMITED acting by JAMES
ATHERTON-HAM

[Handwritten signature]

a Director in the presence of

WILLIAM STEELE

[Handwritten signature]

Name WILLIAM STEELE
Address 75-77 MARGARET STREET
LONDON, W1W 8SY

Occupation TRAINEE SOLICITOR