

SECOND SUPPLEMENTAL AGREEMENT

between

**SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED
and**

FREIGHTLINER LIMITED

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

THIS SECOND SUPPLEMENTAL AGREEMENT

is dated [xx xx 2021] and made between:

- (1) **SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED**, a company registered in England and Wales under number 11389544 having its registered office at Transport for Wales CVL Infrastructure Depot Ty Trafnidiaeth, Treforest Industrial Estate, Gwent Road, Pontypridd CF37 5UT (the "CVL IM"); and
- (2) **FREIGHTLINER LIMITED**, a company registered in England under number 03118392 having its registered office at 6th Floor, The Lewis Building, 35 Bull Street, Birmingham, B4 6EQ (the "Train Operator").

Whereas:

- A. The parties entered into a Track Access Contract (Freight Services) dated 24th December 2019 pursuant to Section 18(6) of the Act, (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;
"**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 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 Schedule 1 paragraph 1 (Contract Particulars) of the Contract the notice details of the CVL IM shall be deleted and replaced with:

"The CVL IM's address for service of notices is:

Seilwaith Amey Cymru / Amey Infrastructure Wales Limited,
10 Furnival Street
London
EC4A 1AB

Email: secretariat@amey.co.uk

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY"

All written notices to be copied to:

"URGENT: INFRASTRUCTURE MANAGEMENT DIRECTOR"

Seilwaith Amey Cymru / Amey Infrastructure Wales Limited,
Transport for Wales CVL Infrastructure Depot
Ty Trafnidiaeth
Treforest Industrial Estate
PONTYPRIDD
CF37 5UR "

- 3.2 In Schedule 1 paragraph 2 (Contract Particulars) of the Contract the notice details of the Train Operator shall be deleted and replaced with:

"The Train Operator's address for the service of notices is:

Freightliner Limited
6th Floor
The Lewis Building
35 Bull Street
Birmingham
B4 6EQ

Tel: 07866 152753

Email: chris.matthews@gwrr.co.uk

All written notices to be marked:

"URGENT: ATTENTION TRACK ACCESS MANAGER"

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)
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for and on behalf of)
)
Seilwaith Amey Cymru /
Amey Infrastructure Wales Limited)

SIGNED BY)
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for and on behalf of)
)
Freightliner Limited)