

54th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

And

GOVIA THAMESLINK RAILWAY LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 02 March 2016

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THIS 54TH SUPPLEMENTAL AGREEMENT is dated

and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) **GOVIA THAMESLINK RAILWAY LIMITED**, a company registered in England under number 07934306, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 02 March 2016 in a form approved by the Office of Rail and Road ("ORR") pursuant to Section 18(7) of the Act, as amended by various supplemental agreements 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 wish to amend the Contract in the terms described below.

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" means:
 - (1) 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.
- 1.3 "Annex" shall mean the annexes and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND TERM

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

3. AMENDMENTS TO THE CONTRACT

- 3.1 Table 2.1 Passenger Train Slots of Schedule 5 of the Contract, specific line entries relating to Service Groups ET02 shall be deleted and replaced by those as set out in Annex A to this Supplemental Agreement.
- 3.2 Table 4.1 Calling Patterns of Schedule 5 of the Contract, specific line entries relating to Service Groups ET02 shall be deleted and replaced by those as set out in Annex B to this Supplemental Agreement.

4. GENERAL

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. 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.

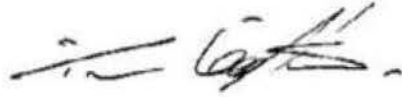
6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

7. 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 document.

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.



SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by

Ralph Pidsley

Duly authorised for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

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Annex A - Amendment to Schedule 5 Table 2.1

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars ⁶⁰	Gatwick Airport ⁶⁰	London Bridge	2.12	22729000	700	0	0 ²⁰	8 ²⁰	8 ²⁰	8 ²⁰	22 ²⁰
Gatwick Airport ⁶²	St Pancras International ⁶²	London Bridge	2.14	22729000	700	4 ²²	0	3 ²²	7 ²²	4 ²²	26 ²²
Blackfriars ⁶¹	Three Bridges ⁶¹	London Bridge	2.15	22729000	700	0	6 ²⁴	23 ²⁴	29 ²⁴	29 ²⁴	15 ²⁴
Three Bridges ⁶³	St Pancras International ⁶³	London Bridge	2.18	22729000	700	2 ²⁰	0	32 ²²	34 ²²	30 ²²	14 ²²

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Annex B - Amendment to Schedule 5 Table 4.1

1					2		3
Service Group: ET02 ^{52nd SA}							
Service description: Thameslink Sussex Outer							
From.	To	Via	Description	TSC	Regular Calling Pattern	Additional stations	
Three Bridges	St Pancras International	London Bridge	2.18	22729000	Gatwick Airport East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Horley, Salfords, Earlswood, Redhill, Merstham, Coulsdon South, Purley, Norwood Junction	