

Dated 7th November 2012

between

HS1 LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

THIRD SUPPLEMENTAL AGREEMENT
relating to the
FRAMEWORK TRACK ACCESS AGREEMENT
for Passenger Services dated 14 August 2009, as amended by a First Supplemental
Agreement dated 09 August 2011 and further amended by a Second Supplemental
Agreement dated 06 December 2011

HS1 Limited
Legal Department
73 Collier Street
London
N1 9BE

THIS THIRD SUPPLEMENTAL AGREEMENT is made the 7th day of November 2012

BETWEEN:

- (1) **HS1 LIMITED**, a company registered in England and Wales under number 03539665 having its registered office at 73 Collier Street, London, N1 9BE ("**HS1 Ltd**"); and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under number 04860660 having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne NE1 6EE (the "**Train Operator**").

WHEREAS:

- (A) Pursuant to a framework track access agreement for passenger services dated 14 August 2009 (the "**Track Access Agreement**") made between HS1 Ltd and the Train Operator, HS1 Ltd granted the Train Operator permission to use certain track comprised in HS1.
- (B) HS1 Ltd and the Train Operator have agreed to amend the Track Access Agreement as set out in this Third Supplemental Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Save as expressly provided to the contrary in this Third Supplemental Agreement, unless the context requires otherwise:
 - (a) words and expressions defined in the Track Access Agreement shall have the same meaning when used in this Third Supplemental Agreement; and
 - (b) the rules of interpretation set out in paragraph 1.2 of Section 1 to the Terms have effect in relation to this Third Supplemental Agreement.

2. AMENDMENTS

- 2.1 With effect from Principal Change Date 2012, the Track Access Agreement shall be amended by:
 - (a) deleting the three table 2.1s (*Firm Train Slots and Standard Specified Equipment*) of schedule 5 of the Track Access Agreement in their entirety and replacing them with the form of table 2.1 set out in Appendix 1 (*Revised Table 2.1*) of this Third Supplemental Agreement; and
- 2.2 This Third Supplemental Agreement is supplemental to the Track Access Agreement.
- 2.3 Except as varied by the terms of this Third Supplemental Agreement, the Track Access Agreement will remain in full force and effect and any reference in the Track Access Agreement to the Contract or to any provision of the Contract will be construed as a

reference to the Track Access Agreement, or that provision of the Track Access Agreement as amended by this Third Supplemental Agreement.

3. MISCELLANEOUS

The provisions of paragraphs 1 (*Confidentiality*), 2 (*Assignment and Novation*), 3 (*Dispute Resolution*), 4 (*Railways Regulations*), 5.1 (*Non Waiver*), 5.2 (*Amendment*), 5.3 (*Entire Contract and Exclusive Remedies*), 5.4 (*Notices*), 5.7 (*Contracts (Rights of Third Parties) Act 1999*) and 5.8 (*Invalidity*) of Section 9 of the Terms shall apply to this Third Supplemental Agreement as though those paragraphs were set out in this Third Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this Third Supplemental Agreement".

4. COUNTERPARTS

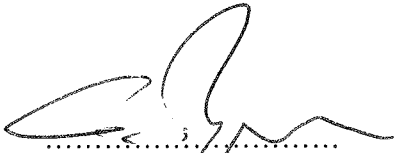
This Third Supplemental Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same instrument.

5. GOVERNING LAW

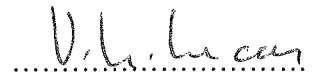
This Third Supplemental Agreement and any non-contractual obligations arising out of or connected with this Third Supplemental Agreement shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this **THIRD SUPPLEMENTAL AGREEMENT** has been executed and delivered as a deed by the parties hereto on the day and year first written above.


EXECUTED as a DEED for and on)
behalf of **HS1 LIMITED** by:)
)
acting under)
a **POWER OF ATTORNEY**)
dated ~~18 March 2011~~)
24/11/2011)


.....
Authorised Signatory

EXECUTED as a DEED by)
LONDON & SOUTH)
EASTERN RAILWAY)
LIMITED acting by:)


.....
Director

in the presence of:

Signature of witness: 

Name of witness: J Allen

Address of witness: FBC
41-45 Blackfriars road
London

Occupation of witness: SE1 8PS.
Access Contracts Manager.

APPENDIX 1

Revised Table 2.1

2. Firm Train Slots and Standard Specified Equipment

Table 2.1: Firm Train Slots and Standard Specified Equipment

1					2			3
Service Description : LSER SLC2 HS1 Service					Firm Train Slots			
From	To	Description	TSC	Service Group	Week Day	Saturday	Sunday	Standard Specified Equipment
Ashford West Junction	St Pancras International	Morning Peak	24647000	Ashford West Junction and St Pancras	5	0	0	Class 395
St Pancras International	Ashford West Junction	Evening Peak	24647000	Ashford West Junction and St Pancras	5	0	0	Class 395
Ashford West Junction	St Pancras International	Off Peak	24647004	Ashford West Junction and St Pancras	33	36	31	Class 395
St Pancras International	Ashford West Junction	Off Peak	24647004	Ashford West Junction and St Pancras	32	36	31	Class 395

Springhead Road Junction	St Pancras International	Morning Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
St Pancras International	Springhead Road Junction	Evening Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
Springhead Road Junction	St Pancras International	Off Peak	24648004	Springhead Junction and St Pancras	32	33	27	Class 395
St Pancras International	Springhead Road Junction	Off Peak	24648004	Springhead Junction and St Pancras	32	33	26	Class 395
Ebbsfleet	St Pancras International	Morning Peak	24649000	Ebbsfleet and St Pancras Shuttle	3	0	0	Class 395
St Pancras International	Ebbsfleet	Evening Peak	24649000	Ebbsfleet and St Pancras Shuttle	2	0	0	Class 395
Ebbsfleet	St Pancras International	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	0	0	0	Class 395
St Pancras International	Ebbsfleet	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	1	0	0	Class 395