

Strictly Private and Confidential

Dated 8 January 2015

between

HS1 LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

SECOND SUPPLEMENTAL AGREEMENT
relating to the
FRAMEWORK TRACK ACCESS AGREEMENT
for Passenger Services dated 13 March 2014, as amended by a First Supplemental
Agreement dated 11 December 2014

THIS SECOND SUPPLEMENTAL AGREEMENT is made the 8th day of January 2015

BETWEEN:

- (1) **HS1 LIMITED**, a company registered in England and Wales under number 03539665 having its registered office at One Euston Square, 40 Melton Street, London, NW1 2FD ("**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 13 March 2014, as amended (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 Second Supplemental Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Save as expressly provided to the contrary in this Second 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 Second 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 Second Supplemental Agreement.

2. AMENDMENTS

- 2.1 With effect from 2:00am on 11 January 2015, the Track Access Agreement shall be amended by:
 - (a) deleting table 2.1 (*Firm Train Slots and Standard Specified Equipment*) of schedule 5 of the Track Access Agreement in its entirety and replacing it with the two forms of table 2.1 as set out in Annex 1 (*Revised Table 2.1*) of this Second Supplemental Agreement

3. CONTINUATION

- 3.1 This Second Supplemental Agreement is supplemental to the Track Access Agreement.
- 3.2 Except as varied by the terms of this Second 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 Second Supplemental Agreement.

4. 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 Second Supplemental Agreement as though those paragraphs were set out in this Second Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this Second Supplemental Agreement".

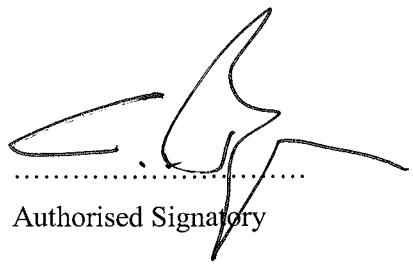
5. COUNTERPARTS

This Second 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.


6. GOVERNING LAW

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

EXECUTED as a DEED for and on by)
behalf of HS1 LIMITED by:)
Cresswell Thompson)
acting under)
a POWER OF ATTORNEY)
dated 22 September 2014)


.....
Authorised Signatory

in the presence of:

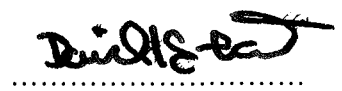
Signature of witness: 

Name of witness: Robert Burns


Address of witness: 12th Ave, One Aston Square, 100 Merton Street, London NW1 2AS

Occupation of witness: MURDER

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


.....
Director

in the presence of:

Signature of witness: 

Name of witness: STUART FREER

Address of witness: 41-45 BLACKFRIARS RD, LONDON, SE1 8PG.

Occupation of witness: RELATIONSHIP MANAGER

Annex 1
Revised Table 2.1

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	8	0	0	Class 395
St Pancras International	Ashford West Junction	Evening Peak	24647000	Ashford West Junction and St Pancras	8	0	0	Class 395
Ashford West Junction	St Pancras International	Off Peak	24647004	Ashford West Junction and St Pancras	34	36	31	Class 395
St Pancras International	Ashford West Junction	Off Peak	24647004	Ashford West Junction and St Pancras	35	36	31	Class 395

1					2			3
Service Description : LSER SLC2 HS1 Service					Firm Train Slots			
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	34	27	Class 395
Ebbsfleet	St Pancras International	Morning Peak	24649000	Ebbsfleet and St Pancras Shuttle	1	0	0	Class 395
St Pancras International	Ebbsfleet	Evening Peak	24649000	Ebbsfleet and St Pancras Shuttle	0	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	0	0	0	Class 395