

64th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

**Relating to amendments to the Track Access Contract
(Passenger Services) dated 06 December 2007**

THIS 64th SUPPLEMENTAL AGREEMENT is dated 15/3/ 2018 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under company number 04860660, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE (the "**Train Operator**").

WHEREAS:

(A) The parties entered into a Track Access Contract (Passenger Services) dated 06 December 2007 as amended by various supplemental agreements (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 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" means the date on which the ORR issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

2.1 The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall continue until the expiry of the contract.

2.2 Notwithstanding the Effective Date, for billing purposes the amendment made by this supplemental agreement shall be applied retrospectively from the date that the Train Operator first operates the relevant Class 377 units.

3. AMENDMENTS TO SCHEDULE 7 OF THE CONTRACT

In Schedule 7 to the Contract, in Appendix 7D, additional entries shall be inserted at the end of the table as shown in Appendix 1 of this Supplemental Agreement.

4. GENERAL

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 with effect from and including the date hereof 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 of England and Wales.

6. 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.

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 one and the same document.

IN WITNESS of which Network Rail and the Train Operator have, by their duly authorized representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY 

PRINT NAME J. Halsall

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

PRINT NAME Elodie Brian

Duly authorised for and on behalf of

LONDON & SOUTH EASTERN RAILWAY LIMITED

Appendix 1

APPENDIX 7D

“METERED TRAINS M” FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2 64TH

Train Type	Train ID	Traction Type
377	377509	DC
377	377511	DC
377	377518	DC
377	377521	DC
377	377517	DC
377	377519	DC
377	377520	DC
377	377522	DC
377	377512	DC
377	377513	DC
377	377514	DC
377	377515	DC
377	377510	DC
377	377516	DC
377	377523	DC
377	377163	DC
377	377164	DC