

Dated 9 August 2011

between

HS1 LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

FIRST SUPPLEMENTAL AGREEMENT
relating to the
FRAMEWORK TRACK ACCESS AGREEMENT
for Passenger Services dated 14 August 2009

HS1 Limited
Legal Department
73 Collier Street
London
N1 9BE

THIS FIRST SUPPLEMENTAL AGREEMENT is made the 9th day of August 2011

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 First Supplemental Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

2. AMENDMENTS

- 2.1 With effect from 0159 hours on 05 September 2011, 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 form of table 2.1 set out in Schedule 1 (*Revised Table 2.1*) of this First Supplemental Agreement; and
 - (b) deleting table 2.9 (*Earliest and latest Firm Train Slots*) of schedule 5 of the Track Access Agreement in its entirety and replacing it with the form of table 2.9 set out in Schedule 2 (*Revised Table 2.9*) of this First Supplemental Agreement.

3. CONTINUATION

3.1 This First Supplemental Agreement is supplemental to the Track Access Agreement.

3.2 Except as varied by the terms of this First 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 First 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 First Supplemental Agreement as though those paragraphs were set out in this First Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this First Supplemental Agreement".

5. COUNTERPARTS

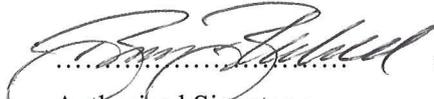
This First Supplemental Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same instrument.

6. GOVERNING LAW

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

IN WITNESS whereof this **FIRST 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)


.....
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:

DAVEN.

WSPINES

Address of witness:

FBC
41-45 Blackfriars Road,
London. SE1 8PC.

HS1 LTD
73 Collier Street
London
N1 9BE

Occupation of witness:

ACCESS CONTRACTS MANAGER.

Revenue Development

SCHEDULE 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	4	0	0	Class 395
St Pancras International	Ashford West Junction	Evening Peak	24647000	Ashford West Junction and St Pancras	4	0	0	Class 395
Ashford West Junction	St Pancras International	Off Peak	24647004	Ashford West Junction and St Pancras	33	34 36	32	Class 395
St Pancras International	Ashford West Junction	Off Peak	24647004	Ashford West Junction and St Pancras	31	33 35	32	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	31	32 33	26	Class 395
St Pancras International	Springhead Road Junction	Off Peak	24648004	Springhead Junction and St Pancras	32	32 33	26	Class 395
Ebbsfleet	St Pancras International	Morning Peak	24649000	Ebbsfleet and St Pancras Shuttle	4	0	0	Class 395
St Pancras International	Ebbsfleet	Evening Peak	24649000	Ebbsfleet and St Pancras Shuttle	3	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

SCHEDULE 2

Revised Table 2.9

1		2							
		Earliest and latest Firm Train Slots (FTS)							
		Week Day (other than Friday)		Friday		Saturday		Sunday	
From	To	earliest FTS no later than	latest FTS no earlier than	earliest FTS no later than	latest FTS no earlier than	earliest FTS no later than	latest FTS no earlier than	earliest FTS no later than	latest FTS no earlier than
St Pancras International	NR Network Boundary	06:00	00:55	06:00	01:00	06:00	01:00	06:00	00:55
NR Network Boundary	St Pancras International	05:10	23:30	05:10	23:30	06:20	23:30	08:10 07:40	23:30