

Dated 2015

between

HS1 LIMITED

and

EUROSTAR INTERNATIONAL LIMITED

FIFTH SUPPLEMENTAL AGREEMENT
relating to the
FRAMEWORK TRACK ACCESS AGREEMENT
for Passenger Services dated 14 August 2009, as amended by a First
Supplemental dated 17 February 2011, Second Supplemental Agreement dated 16
February 2012, Third Supplemental Agreement dated 6 December 2012, and Fourth
Supplemental Agreement dated 30 April 2015

THIS FIFTH SUPPLEMENTAL AGREEMENT is made the day of 2015

BETWEEN:

- (1) **HS1 LIMITED**, a company registered in England and Wales under number 03539665 having its registered office at 12th Floor, One Euston Square, 40 Melton Street, London, NW1 2FD ("**HS1 Ltd**"); and
- (2) **EUROSTAR INTERNATIONAL LIMITED**, a company registered in England and Wales under number 2462001 having its registered office at Times House, Bravingtons Walk, London N1 9AW (the "**Train Operator**").

WHEREAS

- (A) Pursuant to a framework track access agreement for passenger services dated 14 August 2009 (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 and restate the Track Access Agreement as set out in this Fifth Supplemental Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

2. AMENDMENTS

- 2.1 Subject to the parties obtaining the prior approval of the ORR, with effect from [xx] November 2015 the Track Access Agreement shall be amended and restated so that it shall be read and construed as set out in Appendix 1 to this Fifth Supplemental Agreement.

3. CONTINUATION

- 3.1 This Fifth Supplemental Agreement is supplemental to the Track Access Agreement.
- 3.2 Except as varied by the terms of this Fifth 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 Fifth 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 Fifth Supplemental Agreement as though those paragraphs were set out in this Fifth Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this Fifth Supplemental Agreement".

5. COUNTERPARTS

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

IN WITNESS whereof this **FIFTH 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 by)
HS1 LIMITED acting by:)
) Authorised signatory
under a power of attorney)
dated)
)
)
) Witness
) Witness name:
) Witness address:

EXECUTED as a DEED by)
EUROSTAR)
INTERNATIONAL) Director
LIMITED acting by)
)
) Director/Secretary

APPENDIX 1

Amended and Restated Track Access Agreement