

SE Trains Limited  
Second Floor  
4 More London Riverside  
London  
SE1 2AU  
United Kingdom

URGENT: ATTENTION FINANCE DIRECTOR AND COMPANY SECRETARY

\_\_\_\_\_ 2023

Dear Sirs / Madams

**Framework Track Access Agreement: Incorporation of Revised HS1 Passenger Access Terms**

1. We refer to the framework track access agreement for passenger services dated 13 March 2014 originally between HS1 Limited ("**HS1 Ltd**") and London & South Eastern Railway Limited and subsequently transferred to SE Trains Limited (the "**Train Operator**") pursuant to a statutory transfer scheme with effect from 17 October 2021, as amended and supplemented from time to time (the "**Framework Track Access Agreement**").
2. Unless the context otherwise requires, capitalised terms and expressions used but not defined in this letter shall have the meaning given to such terms and expressions in the Framework Track Access Agreement as amended by this letter.
3. This letter is supplemental to the Framework Track Access Agreement.
4. Paragraph 1.2 of Section 1 of the Updated Terms (as defined in paragraph 7 below) shall be incorporated into this letter as if references to the "Contract" were references to this letter.
5. This letter is intended to be a deed and shall be legally binding to those parties to it and executed and delivered as a deed.

**Introduction of Energy Saving Scheme**

6. HS1 Ltd has proposed amending the Terms incorporated into the Framework Track Access Agreement in order to facilitate the introduction of an energy saving scheme that has been agreed by HS1 Ltd with the Secretary of State and the contractors which HS1 Ltd has appointed to operate and maintain the electricity distribution system for the High Speed 1 railway.
7. Following consultation with interested parties, including the Train Operator and the ORR, HS1 Ltd and the Train Operator have agreed that, subject to approval from the ORR, the Framework Track Access

Agreement shall be amended in accordance with the terms of this letter to incorporate the revised HS1 Passenger Access Terms set out in annex 1 to this letter (the "**Updated Terms**").

8. Accordingly, the Parties agree that with effect from the date of this letter (the "**Effective Date**") the Framework Track Access Agreement shall be amended by deleting clause 1.1 and replacing it with the following provision:

"In this Agreement, the "Terms" means the HS1 Passenger Access Terms being as at \_\_\_\_\_2023, the September 2023 edition of the HS1 Passenger Access Terms."

9. The Parties acknowledge and agree that, from the Effective Date:
- (a) all references to the Terms in the Framework Track Access Agreement shall be interpreted as references to the Updated Terms;
  - (b) in accordance with clause 2.1 of the Framework Track Access Agreement. the Updated Terms shall be incorporated into and form part of the Framework Track Access Agreement; and
  - (c) clause 2.4 of the Framework Track Access Agreement shall continue in full force and effect notwithstanding the amendment to the Framework Track Access Agreement pursuant to paragraph 8 of this letter.

#### **Miscellaneous**

10. The provisions of the Framework Track Access Agreement shall, except as amended by this letter, continue in full force and effect in accordance with its terms.
11. All references in the Framework Track Access Agreement to the "Agreement", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Framework Track Access Agreement as amended by this letter.
12. The Parties acknowledge that this letter has been approved by the ORR and complies with paragraph 5.2(a) of Section 9 of the Terms.
13. 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 Updated Terms shall apply to this letter as though those paragraphs were set out in this letter, but as if references in those paragraphs to "the Contract" were references to "this letter".
14. This letter may be executed in any number of counterparts which, taken together, shall constitute one and the same document. Any Party may enter into this letter by signing any of such counterparts.
15. This letter and any non-contractual obligations arising out of or connected with this letter shall be governed by and construed in accordance with the laws of England and Wales.

Please confirm your agreement to the provisions of this deed by signing below and returning the signed letter to us.

Yours sincerely


In witness whereof this letter has been executed and delivered as a deed by the Parties hereto on the date first written above.

EXECUTED as a DEED by )  
 HS1 LIMITED acting by: )  
 \_\_\_\_\_ under a )  
 power of attorney dated )  
 22 September 2022 )  
 in the presence of: )

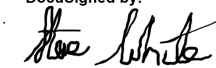
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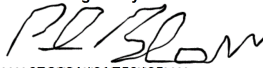
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EXECUTED as a DEED by )  
 SE TRAINS LIMITED acting by: )  
 \_\_\_\_\_ and )  
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 Director

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 Director