

Dated

2012

between

HS1 LIMITED

and

EUROSTAR INTERNATIONAL LIMITED

SECOND SUPPLEMENTAL AGREEMENT

relating to the

**FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES**

THIS SECOND SUPPLEMENTAL AGREEMENT is made on the day of 2012

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) **EUROSTAR INTERNATIONAL LIMITED**, a company registered in England and Wales under number 02462001 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 made between HS1 Ltd and the Train Operator (as amended by a first supplemental agreement between HS1 Ltd and the Train Operator dated 17 February 2011) (the "**Track Access Agreement**"), 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 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 paragraph 1.2 of Section 1 of the Terms shall have effect in relation to this Second Supplemental Agreement.

2. AMENDMENT

- 2.1 From 0200 hours on 27 July 2012 until 0159 hours on 13 August 2012 (the "**Olympic Period**"), table 2.1 of schedule 5 of the Track Access Agreement shall be replaced with the form of table 2.1 set out in the Schedule (*Revised Table 2.1 - Olympics*) to this Second Supplemental Agreement.
- 2.2 With effect from the date on which the ORR approves this Second Supplemental Agreement, the Track Access Agreement shall be amended by inserting a new paragraph 2.2A immediately following paragraph 2.2 of schedule 5 of the Track Access Agreement, as follows:

"Contingent Train Slots

- 2.2A In addition to the Contingent Rights as described in paragraph 2.2, the Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:
 - (a) no part of the relief Passenger Train Slot operating over any part of HS1 which is not part of the Routes as described in Schedule 2;

- (b) the relief Passenger Train Slot operating using the Specified Equipment; and
- (c) each relief Passenger Train Slot being allocated the relevant Train Service Code.”

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

- 4.1 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

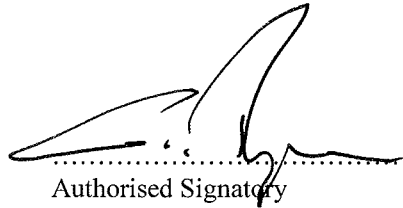
- 5.1 This Second Supplemental Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.

6. GOVERNING LAW

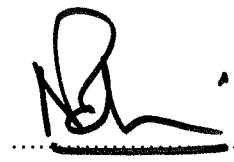
- 6.1 This Second Supplemental Agreement and any non-contractual obligation arising out of or in connection with this Second Supplemental Agreement shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this **SECOND 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 10th)
August 2011)


.....
Authorised Signatory

EXECUTED as a **DEED** by)
EUROSTAR)
INTERNATIONAL)
LIMITED acting by:)


.....
Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

SCHEDULE
Revised Table 2.1 – Olympics

Table 2.1: Passenger Train Slots

Service Group	From	To	Description	Applicable Period	Firm Train Slots				
					Monday	Tuesday-Thursday	Friday	Saturday	Sunday
Paris	St Pancras International	Eurotunnel Boundary	St Pancras International to Paris Nord	Olympic Period	20	20	22	18	18
Paris	Eurotunnel Boundary	St Pancras International	Paris Nord to St Pancras International	Olympic Period	20	20	21	16	20
Brussels	St Pancras International	Eurotunnel Boundary	St Pancras International to Brussels Midi	Olympic Period	13	13	13	10	11
Brussels	Eurotunnel Boundary	St Pancras International	Brussels Midi to St Pancras International	Olympic Period	13	13	13	10	11
Marne La Vallee	St Pancras International	Eurotunnel Boundary	St Pancras International to Marne La Vallee	Olympic Period	1	1	1	1	1
Marne La Vallee	Eurotunnel Boundary	St Pancras International	Marne La Vallee to St Pancras International	Olympic Period	1	1	1	1	1
Avignon	St Pancras International	Eurotunnel Boundary	Avignon	Olympic Period	0	0	0	1	0

Avignon	Eurotunnel Boundary	St Pancras International	Avignon	Olympic Period	0	0	0	1	0
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