

Dated 2011

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 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) **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 Save as expressly provided to the contrary 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 With effect from the date on which the ORR approves this Second Supplemental Agreement, in respect of Train Slots to be timetabled to operate in the period from and including 0200 hours on 27 July 2012 until and including 0159 hours on 13 August 2012 (the "**Olympic Period**"), table 2.1 of schedule 5 of the Track Access Agreement shall be deemed to be replaced with the form of table 2.1 set out in the Schedule (*Revised Table 2.1 - Olympics*) to this Second Supplemental Agreement. Such deemed replacement shall only have effect in respect of Train Slots to be timetabled during the Olympic Period. In respect of Train Slots to be timetabled before the start or immediately following the end of the Olympic Period, the form of table 2.1 of schedule 5 of the Track Access Agreement shall remain the form of table 2.1 of schedule 5 of the Track Access Agreement which was set out in the Track Access Agreement immediately prior 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) **Authorised Signatory**
August 2011)

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
Ski	St Pancras International	Eurotunnel Boundary	Ski	Olympic Period	0	0	0	0	0

Ski	Eurotunnel Boundary	St Pancras International	Ski	Olympic Period	0	0	0	0	0
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

Notes to Table 2.1

Table 2.1 applies subject to the following:

1. If there is a public holiday on Friday in the United Kingdom, France or Belgium, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Friday with the Firm Train Slots applicable on Thursday immediately preceding such Friday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.
2. If there is a public holiday on Monday in the United Kingdom, France or Belgium, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Monday with the Firm Train Slots applicable on Sunday immediately preceding such Monday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.
3. The quantum of Firm Train Slots for Services in the Ski Service Group shall not exceed 62 Firm Train Slots per Timetable Year.
4. The quantum of Firms Train Slots for Services in the Avignon Service Group shall not exceed 18 Firm Train Slots per Timetable Year.
5. The Firm Passenger Train Slots set out in this Table 2.1 for Ski Service Group and Avignon Service Group shall apply:
 - (a) for the Timetable Year commencing on the Principal Change Date in December 2011, for the Service Group Ski, the period commencing on 17 December 2011 and ending 14 April 2012; and for the Service Group Avignon, the period commencing on 7 July 2012 and ending on 8 September 2012; and
 - (b) for each subsequent Timetable Year, the Train Operator shall propose to HS1 Ltd the start and end dates for both the Service Group Ski and for the Service Group Avignon such that the overall quantum of Train Slots for each Service Group in that subsequent Timetable Year is no greater than in the Timetable Year commencing on the Principal Change Date in December 2010. HS1 Ltd and the Train Operator (each acting reasonably) shall seek to agree the start and end dates no later than 12 months prior to the commencement of the applicable Timetable Period. The start and end dates shall apply as agreed between the parties. If the parties fail to agree the start and end dates within 12 months of the commencement of the applicable Timetable Period, either party may refer the matter for resolution to the Disputes Resolution Procedure. Any failure by the Train Operator to submit a Bid in relation to all or any of the Firm Passenger Train Slots in Table 2.1 in accordance with Part D of the HS1 Network Code, shall, in each case, be without prejudice to the right of HS1 Ltd to levy a charge for such Firm Passenger Train Slots, including in accordance with paragraph 6 of Part 2 of Section 7 of the Terms.
6. References in Table 2.1 to the Olympic Period are to the period from and including 0200 hours on 27 July 2012 until and including 0159 hours on 13 August 2012