
63rd SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

**Relating to amendments to the Track Access Contract
(Passenger Services) dated 06 December 2007**

THIS 63rd SUPPLEMENTAL AGREEMENT is dated [15/12/2018] and made between:

(1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and

(2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under company number 04860660, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE (the "**Train Operator**").

Background:

(A) The parties entered into a Track Access Contract (Passenger Services) dated 06 December 2007 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").

(B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

In this Supplemental Agreement

(a) "Effective Date" means: The later of 0200, 31 December 2017

2. OFFICE OF RAIL AND ROAD - GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall continue for 90 days.

4. AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT

In Schedule 5 of the Contract, Table 2.2 'Additional Passenger Train Slots' shall be deleted in its entirety and replaced by the version set out in Appendix 1 to this Supplemental Agreement.

5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof and during the period in which the

references in the Contract to the "Contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law of England and Wales.

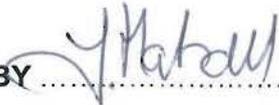
6. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

7. COUNTERPARTS

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

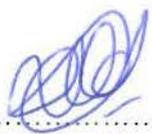
IN WITNESS of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY 

PRINT NAME J. Halsall

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

PRINT NAME E. Brian

Duly authorised for and on behalf of

LONDON & SOUTH EASTERN RAILWAY LIMITED

Appendix 1

Table 2.2: Additional Passenger Train Slots^{61st}

1					2					
Service Group HU05 Kent Metro (Peak)										
Service Description					Additional Passenger Train Slots					
From	To	Via	Desc.	TSC	Peak times			Weekday total	Saturday	Sunday
					Morning peak	Evening peak	Off peak			
London Charing Cross	Tunbridge Wells	Orpington		24602000	0	0	1	1	0	0
London Cannon Street	Tunbridge Wells	Orpington		24602000	0	0	1	1	0	0
Tunbridge Wells	London Charing Cross	Orpington		24602004	0	0	4	4	0	0
Tunbridge Wells	London Cannon street	Orpington		24602004	0	0	4	4	0	0
London Charing Cross	Ashford International	Orpington		24605004	0	0	1	1	0	0
London Cannon Street	Barnehurst	Bexleyheath		24650005	0	0	1	1	0	0
London Cannon Street	Slade Green	Bexleyheath		24650005	0	0	1	1	0	0
London Cannon Street	Dartford	Bexleyheath		24650005	0	0	1	1	0	0
Barnehurst	London Cannon Street	Bexleyheath		24650005	0	0	1	1	0	0
London Charing Cross	Hayes	Mid Kent		24653005	0	0	1	1	0	0
Hayes	London Charing Cross	Mid Kent		24653005	0	0	1	1	0	0
London Charing Cross	Orpington	Grove Park		24655005	0	0	1	1	0	0
Orpington	London Charing Cross	Grove Park		24655005	0	0	1	1	0	0
London Charing Cross	Gravesend	Sidcup		24657000	0	0	1	1	0	0
London Charing Cross	Barnehurst	Greenwich		24659000	0	0	1	1	0	0
London Cannon Street	Slade Green	Greenwich		24659005	0	0	1	1	0	0
London Cannon Street	Barnehurst	Greenwich		24659005	0	0	1	1	0	0
London Cannon Street	Dartford	Greenwich		24659000	0	0	1	1	0	0
London Cannon Street	Dartford	Greenwich		24659005	0	0	1	1	0	0