

SEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

**LONDON AND SOUTH EASTERN RAILWAY
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 06 December 2007

CONTENTS

1. INTERPRETATION.....2

2. ORR GENERAL APPROVAL2

3. EFFECTIVE DATE AND TERM.....2

4. AMENDMENT TO THE CONTRACT.....3

5. GENERAL.....3

6. THIRD PARTY RIGHTS3

7. LAW3

8. COUNTERPARTS.....4

THIS 7TH SUPPLEMENTAL AGREEMENT is dated 30 August 2008 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587, having its registered office at Kings Place, 90 York Way, London, N1 9AG ("Network Rail"); and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED** (the "Train Operator"), a private company limited by shares registered in England and Wales under a company registered in England under number 04860660, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 09 February 2006 in a form approved pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties propose to enter into this Supplemental Agreement in order to permit the Train Operator to operate additional services for the term of this Supplemental Agreement, being an amendment to the Contract of the kind specified in paragraph 6 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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; and
- (B) "Effective Date" means 00:01 hours on the 31 August 2008.

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008.

3. **EFFECTIVE DATE AND TERM**

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from 00:01 hours on the Effective Date and shall cease to have effect at 23:59 hours on the 31st August 2008.

4. **AMENDMENT TO THE SCHEDULE 5**

4.1 A new paragraph 2.10 shall be inserted into Schedule 5 as follows:

The Train Operator has Contingent Rights to operate Class 395 rolling stock in non-passenger train slots for the purposes of carrying out timing testing on a loaded condition train testing during the period 00:01 hours 31st August 2008 to 23:59 hours 31st August 2008 between

(i) Ashford Down Yard – Swanley

Trains may call (not in passenger service) as required at: Ashford International, Charing, Maidstone East and Swanley

(ii) Swanley – Ramsgate and return

Trains may call (not in passenger service) as required at: Swanley, Sole Street, Rochester, Chatham, Gillingham (Kent), Rainham (Kent), Sittingbourne, Faversham, Whitstable, Herne Bay, Birchington – on –Sea, Margate, Broadstairs and Ramsgate

(iii) Ramsgate – Gillingham (Kent) and return

Trains may call (not in passenger service) as required at: Ramsgate, Broadstairs, Margate, Birchington – on –Sea, Herne Bay, Whitstable, Faversham, Sittingbourne, Rainham (Kent) and Gillingham (Kent)

(iv) Swanley - Ashford International

Trains may call (not in passenger service) as required at: Swanley, Maidstone East, Charing and Ashford International

5. **GENERAL**

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect all 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.

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. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

8. **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 but one and the same instrument.

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

SIGNED by)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by V.L. Lucas)
)
duly authorised for and on behalf of)
LONDON & SOUTH EASTERN RAILWAY)
LIMITED)

V.L. Lucas
30/8/08