

TWELTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

MTR Corporation (Crossrail) Limited

as Train Operator

Relating to the Track Access Contract dated 29 May 2015

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THIS TWELTH SUPPLEMENTAL AGREEMENT is dated 4TH JULY 2018 and made

BETWEEN:

- (1) **Network Rail Infrastructure Limited**, a company registered in England under company number 2904587 having its registered office 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **MTR Corporation (Crossrail) Limited**, a company registered in England under number 08754715 having its registered office at Providence House, Providence Place, London N1 0NT (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 29 May 2015 in a form approved by the Office of Rail and Road ("ORR") pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (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:

- (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;
- (B) "Effective Date" means:
 - (1) 02.00 on 20th May 2018.

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in paragraph 3 of this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO SCHEDULE 8

Appendix 1 of Schedule 8 shall be deleted and replaced by the table in **Annex 1** to this Supplemental Agreement.

Appendix 3 of Schedule 8 shall be deleted and replaced by the table in **Annex 2** to this Supplemental Agreement.

4. 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 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.

5. 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.

6. LAW

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

ANNEX 1 – Schedule 8, Appendix 1

APPENDIX 1

A	B		C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail					TOC					Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate										
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total								
EX01 Off Peak	2014-15	✂			✂	✂			✂	23	90	21381001	Forward	London Liverpool Street	✂	
	2015-16	✂											Forward		Stratford	✂
	2016-17	✂											Forward		Romford	✂
	2017-18	✂											Reverse		Gidea Park	✂
	2018 -19	✂											Reverse		Shenfield	✂
EX01 Peak	2014-15	✂			✂	✂			✂	8	90	25381001	Forward	London Liverpool Street	✂	
	2015-16	✂											Forward		Stratford	✂
	2016-17	✂											Forward		Romford	✂
	2017-18	✂											Reverse		Gidea Park	✂
	2018 -19	✂											Reverse		Shenfield	✂

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate								
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total						
EX02 Off Peak	2014-15 2015-16 2016-17 2017-18 2018 -19			∞	∞			∞	30	120	21384001	Forward Reverse	Hayes & Harlington London Paddington	∞ ∞
EX02 Peak	2014-15 2015-16 2016-17 2017-18 2018 -19			∞	∞			∞	30	120	25384001	Forward Reverse	Hayes & Harlington London Paddington	∞ ∞

ANNEX 2 – Schedule 8, Appendix 3 – SPP Threshold

APPENDIX 3 - SPP THRESHOLD

	Period:	3	6	10	13
2014/15		✂	✂	✂	✂
2015/16		✂	✂	✂	✂
2016/17		✂	✂	✂	✂
2017/18		✂	✂	✂	✂
2018/19		✂	✂	✂	✂