

ELEVENTH 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 ELEVENTH SUPPLEMENTAL AGREEMENT is dated 26 September 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 (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 the later of:
 - (1) 02.00 on 1st October 2018; and
 - (2) the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Principal Change Date in December 2018 or earlier termination of the Contract.

3. AMENDMENT TO CLAUSE 5 PERMISSION TO USE

Clause 5.2 (c) shall be deleted and replaced with:

"(c) In order to make Ancillary Movements and/or COS Ancillary Movements"

4. AMENDMENTS TO SCHEDULE 2

In Schedule 2, paragraphs 1 and 3 shall be deleted and replaced with the following:

"1. In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1, Table 2.2, and Table 2.3 of Schedule 5."

"3. In order to make Ancillary Movements and/or COS Ancillary Movements, the Train Operator has permission to use any reasonable route, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question."

5. AMENDMENTS TO DEFINITIONS

In Clause 1.1, Definitions, the definition of "Crossrail Central Operating Section" shall be deleted and replaced with the following:

"**Central Operating Section**" means RfL(I)'s infrastructure between Westbourne Park Junction Connection Point and each of Pudding Mill Lane Junction Connection Point and Abbey Wood station;"

In Clause 1.1, Definitions, the following definitions shall be inserted as follows:

"**Central Operating Section Track Access Agreement**" means the track access agreement between (1) the Train Operator and (2) Rail for London (Infrastructure) Limited granting the Train Operator access over the Central Operating Section corresponding to the rights to use paths to and from Tottenham Court Road set out in this contract."

"**COS Ancillary Movement**" means a train movement which is necessary or reasonably required for giving full effect to the train movements in relation to which the Train Operator has firm rights granted under the Heathrow Spur Track Access Contract or the Central Operating Section Track Access Agreement;"

"**Heathrow Spur**" means the railway from Heathrow airport to Heathrow Tunnel Junction as authorised by the Heathrow Express Railway Act 1991, the Heathrow Express Railway (No. 2) Act 1991 and the Heathrow Express Railway Extension Order 2002, including the railway stations and all other works, apparatus and conveniences constructed or provided by Heathrow Airport Limited in connection with, or for the purposes of, that railway;"

"**Heathrow Spur Track Access Agreement**" means the track access agreement between (1) the Train Operator and (2) Heathrow Airport Limited granting the Train Operator access over the Heathrow Spur corresponding to the rights to use paths to and from Heathrow Airport set out in this contract""

6. AMENDMENTS TO SCHEDULE 5

In Schedule 5, Table 2.3: Ancillary Movements shall be inserted as per **Annex 1** to this Supplemental Agreement.

In Schedule 5, paragraph 2.6 shall be deleted and replaced by the following wording:

“2.6 The Train Operator has:

(a) Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator under this contract, including:

- (i) movements for the purpose of maintenance of rolling stock to and from maintenance depots;
- (ii) movements for driver training purposes; and
- (iii) empty stock movements;

(b) Firm Rights to the COS Ancillary Movements specified in Table 2.3; and

(c) Contingent Rights to make other COS Ancillary Movements of Specified Equipment.”

7. 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.

8. 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.

9. LAW

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

10. 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)

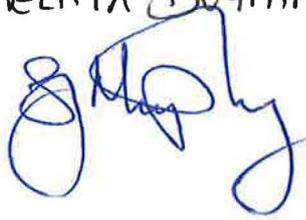
M DUYMAZ

MELITA DUYMAZ

SIGNED by)

duly authorised for and on behalf of)

MTR Corporation (Crossrail) Limited)



ANNEX 1 – Schedule 5, Table 2.3 – Ancillary Movements

“Table 2.3: Ancillary Movements

1					2		
Service Group : EX99 All MTR Crossrail ECS moves on NR infrastructure							
Ancillary Movements description					Quantum		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Westbourne Park Junction Connection Point	Old Oak Common Depot entrance	n/a	n/a	21381008	13	13	13
Old Oak Common Depot entrance	Westbourne Park Junction Connection Point	n/a	n/a	21381008	13	13	13
Heathrow Tunnel Jcn	Old Oak Common Depot entrance	n/a	n/a	21381008	0	0	0
Old Oak Common Depot entrance	Heathrow Tunnel Junction	n/a	n/a	21381008	0	0	0
Ilford Depot	Pudding Mill Lane Junction Connection Point	n/a	n/a	21381008	2	2	2
Gidea Park Sidings	Pudding Mill Lane Junction Connection Point	n/a	n/a	21381008	2	2	2
Pudding Mill Lane Junction Connection Point	Gidea Park Sidings	n/a	n/a	21381008	2	2	2
Pudding Mill Lane Junction Connection Point	Ilford Depot	n/a	n/a	21381008	2	2	2

Notes to Table:

No schedule 4 will be payable in respect of these rights.

These rights will apply until the Principal Change Date in 2018