

FIFTH 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 FIFTH SUPPLEMENTAL AGREEMENT is dated *23 March* 2017 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 the later of:
 - (1) 02.00 on 21st May 2017 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 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 5

In Schedule 5, **Table 2.1 Passenger Train Slots** shall be amended as shown in Appendix 1 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.

7. COUNTERPARTS

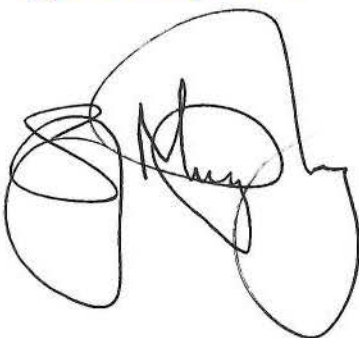
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

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)
duly authorised for and on behalf of)
MTR Corporation (Crossrail) Limited)



Appendix 1

Table 2.1: Passenger Train Slots^{2nd, 3rd}

1						2					
<i>Service Group EX01 Crossrail East</i>											
<i>Service description</i>						Passenger Train Slots					
<i>From</i>	<i>To</i>	<i>Via</i>	<i>Description</i>	<i>TSC</i>	<i>Timing Load</i>	Peak times		Off-Peak times	Weekday¹	Saturday	Sunday
						Morning Peak	Evening Peak				
Liverpool Street	Shenfield	Direct	Stopping (EX01.1)	Off-Peak: 21381001 Peak: 25381001	315	n/a	21	92	113	102	36
Liverpool Street	Gidea Park	Direct	Stopping (EX01.2)	Off-Peak: 21381001 Peak: 25381001	315	n/a	16	14	30	2	31
Liverpool Street	Ilford	Direct	Stopping (EX01.3)	Off-Peak: 21381001 Peak: 25381001	315	n/a	0	0	0	0	0

1						2					
Service Group EX01 Crossrail East											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday ¹	Saturday	Sunday
						Morning Peak	Evening Peak				
Shenfield	Liverpool Street	Direct	Stopping (EX01.1)	Off-Peak: 21381001 Peak: 25381001	315	19	n/a	89	108	100	35
Gidea Park	Liverpool Street	Direct	Stopping (EX01.2)	Off-Peak: 21381001 Peak: 25381001	315	18	n/a	15	33	4	31
Ilford	Liverpool Street	Direct	Stopping (EX01.3)	Off-Peak: 21381001 Peak: 25381001	315	0	n/a	0	0	0	0

Notes to Table:

1 Passenger Train Slots listed under the sub-headings "Peak times" and "Off-Peak times" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Weekday".