

# TENTH 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 TENTH SUPPLEMENTAL AGREEMENT** is dated *23 August* 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.
- (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 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 4**

Annex D to Part 3 of Schedule 4 will be deleted and replaced by the table in Annex 1 to this Supplemental Agreement.

Part 5 of Schedule 4 will be deleted and replaced by the table in **Annex 2** to this Supplemental Agreement.

#### 4. AMENDMENTS TO SCHEDULE 5

In Schedule 5, **Definitions**, the definition of Peak Services shall be deleted and replaced with:

**“Peak Services”** means Services Scheduled on any Weekday (excluding Public Holidays) (i) to arrive at Liverpool Street or London Paddington between 0700 hours and 0959 hours or (ii) to depart from Liverpool Street or London Paddington between 1600 hours and 1859 hours, and “Peak” shall be construed accordingly”

In Schedule 5 the notes to **Table 2.1, Passenger Train Slots** shall be deleted and replaced with:

“Notes to Table:

1 Peak times – means Services Scheduled on any Weekday (excluding Public Holidays) (i) to arrive at Liverpool Street or London Paddington between 0700 hours and 0959 hours or (ii) to depart from Liverpool Street or London Paddington between 1600 hours and 1859 hours.

2 Off-Peak times - arriving at and departing from a relevant station outside Peak times

3 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”.

In Schedule 5, **Table 4.1, Calling Patterns** will be deleted and replaced with the version in ANNEX 3 to this Supplemental Agreement.

#### 5. AMENDMENTS TO SCHEDULE 7

In **Schedule 7, PART 1; INTERPRETATION, Definitions**, the following definition will be deleted and replaced by the following wording:

“ “Schedule of Fixed Charges” means:

Year	Fixed Charges
2018/2019	£7,478,140.90

“

#### 6. 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.

**7. 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.

**8. LAW**

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

**9. 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** )



**ANNEX 1 – Schedule 4, Annex D to Part 3 –Defined Service Group Revenue**

**Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue**

<b>Service Group</b>	<b>Description</b>	<b>Defined Service Group Revenue</b>
EX01	Shenfield – -Pudding Mill Lane Junction Connection Point/Liverpool Street (Off Peak)	£24,822,497
EX01	Shenfield – -Pudding Mill Lane Junction Connection Point/Liverpool Street (Peak)	£45,888,221
EX02	Paddington - Hayes & Harlington (Heathrow) (Off Peak)	£2,669,453
EX02	Paddington - Hayes & Harlington (Heathrow) (Peak)	£3,836,843

**ANNEX 2 – Schedule 4, Part 5 – Access Charge Supplement for Restriction of Use**

Schedule 4 will be amended as follows:

“

<b>Year</b>	<b>£</b>
2014 – 2015	
2015 – 2016	
2016 – 2017	
2018 - 2019	£898,379.02

“

**ANNEX 3 – Schedule 5, Table 4.1: Calling Patterns**

*Table 4.1: Calling Patterns*

1					2	3
<b>Service Group: EX01 Crossrail East</b>						
<b>Service description</b>						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Regular Calling Pattern</b>	<b>Additional stations</b>
Liverpool Street	Shenfield	Direct	Stopping (EX01.1)	Off-Peak: 21381001  Peak: 25381001	Stratford, Ilford, Chadwell Heath, Romford, Gidea Park, Harold Wood, Brentwood	Maryland, Forest Gate, Manor Park, Seven Kings, Goodmayes
Liverpool Street	Gidea Park	Direct	Stopping (EX01.2)	Off-Peak: 21381001  Peak: 25381001	Stratford, Ilford, Romford	Maryland, Forest Gate, Manor Park, Seven Kings, Goodmayes Chadwell Heath
Ilford	Liverpool Street	Direct	Stopping (EX01.3)	Off-Peak: 21381001  Peak: 25381001	All stations	N/A

<b>1</b>					<b>2</b>	<b>3</b>
<b>Service Group: EX02 Paddington – Hayes &amp; Harlington (Heathrow) <sup>9<sup>th</sup></sup></b>						
<b>Service description</b>						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Regular Calling Pattern</b>	<b>Additional stations</b>
London Paddington	Heathrow Tunnel Junction Connection Point	n/a	Stopping	21384001 (peak) 25384001 (off-peak)	Ealing Broadway, West Ealing, Southall, Hayes & Harlington	Acton Main Line, Hanwell,
Heathrow Tunnel Junction Connection Point	London Paddington	n/a	Stopping	21384001 (peak) 25384001 (off-peak)	Hayes & Harlington, Southall, West Ealing, Ealing Broadway	Hanwell, Acton Main Line

“