

THIRTY NINTH 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 21st November 2018

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THIS THIRTY NINTH SUPPLEMENTAL AGREEMENT is dated 2025 and made

BETWEEN:

- (1) **Network Rail Infrastructure Limited**, a company registered in England under company number 2904587 having its registered office Waterloo General Office, London, United Kingdom, SE1 8SW (“Network Rail”); and
- (2) **MTR Corporation (Crossrail) Limited**, a company registered in England under number 08754715 having its registered office at One Fleet Place, London EC4M 7WS (the “Train Operator”).

WHEREAS:

- (A) The parties entered into a First Crossrail Track Access Contract dated 21st November 2018 in a form approved by the Office of Rail and Road (“ORR”) pursuant to Section 18(7) of the Act; (which 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 date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE TERM AND DATE

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 Expiry Date, or at an earlier date where specified, or earlier termination of the Contract.

3. RETROSPECTIVE EFFECT

Notwithstanding the Effective Date, the amendments to the contract shall be applied retrospectively from 02:00 on 15th December 2024.

4. AMENDMENTS TO SCHEDULE 4

Annex’s A, C and D to Part 3 of Schedule 4 shall be deleted and replaced with the versions as shown in Annex 1, 2 and 3 to this Supplemental Agreement.

AMENDMENTS TO SCHEDULE 5

In Schedule 5, Specified equipment 5.1 (a) shall be deleted and replaced with the version as shown in Annex 4 to this Supplemental Agreement.

In Schedule 5, Table 2.3 shall be deleted and replaced with the version as shown in Annex 5 to this Supplemental Agreement.

AMENDMENTS TO SCHEDULE 7

In Schedule 7, Appendix 7C shall be deleted and replaced with the version as shown in Annex 6 to this Supplemental Agreement.

AMENDMENTS TO SCHEDULE 8

In Schedule 8, **Appendix 1** shall be deleted and replaced with the version as shown in Annex 7 to this Supplemental Agreement.

5. 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.

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



Annex 1 - Annex A to Part 3 of Schedule 4 – Notification Factors 27th, 34th, 36th, 39thApplies from 15th December 2024

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
Elizabeth line	EX11	Off-Peak	0.65	0.65	0.94
Elizabeth line	EX10	Peak	0.65	0.65	0.94

Annex 2 - Annex C to Part 3 of Schedule 4 – Payment Rate per train mile ^{11th, 27th, 34th, 36th, 39th}Applies from 15th December 2024

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
EX11 Off-Peak	Elizabeth line	LSE	■
EX10 Peak	Elizabeth line	LSE	■

Annex 3 - Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue ^{34th, 36th, 39th}Applies from 15th December 2024

Service Group	Description	Defined Service Group Revenue
EX11 Off-Peak	Elizabeth line	██████████
EX10 Peak	Elizabeth line	██████████

ANNEX 4

5 Specified Equipment

Specified Equipment

- 5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:
- (a) Firm Rights to operate Class 345 railway vehicles; and
 - (b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library.

ANNEX 5 - Table 2.3: Ancillary Movements and COS Ancillary Movements**Driver Training and Empty Coaching Stock – From the Subsidiary Change Date in May 2022** ^{1st, 8th, 23rd, 39th}

1					2		
Service Group : EX99 All MTR Elizabeth line ECS moves on NR infrastructure							
Ancillary Movements and COS 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	40	40	40
Old Oak Common Depot entrance	Westbourne Park Junction Connection Point	n/a	n/a	21381008	40	40	40
Heathrow Tunnel Junction Connection Point	Old Oak Common Depot	n/a	n/a	21381008	2	2	2
Old Oak Common Depot	Heathrow Tunnel Junction Connection Point	n/a	n/a	21381008	4	4	4

Notes to Table:

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

Driver Training and Empty Coaching Stock – From the Subsidiary Change Date in May 2022 1st, 8th, 23rd, 39th

1					2		
Service Group : EX99 All MTR Elizabeth line ECS moves on NR infrastructure							
Ancillary Movements and COS Ancillary Movements description					Quantum		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Shenfield Sidings / Gidea Park Sidings / Ilford Depot	Pudding Mill Lane Junction Connection Point	n/a	n/a	21381008	4	4	4
Pudding Mill Lane Junction Connection Point	Shenfield Sidings / Gidea Park Sidings / Ilford Depot	n/a	n/a	21381008	4	4	4

Notes to Table:

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

ANNEX 6 – Schedule 7 - Appendix 7C Default Train Consist Data**APPENDIX 7C – DEFAULT TRAIN CONSIST DATA** ^{25th, 27th, 36th, 39th}Applies from 15th December 2024

Service Group EX10, EX11 and EX99 Elizabeth line		
TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
Applies to all Service Codes	All train movements on Network Rail infrastructure	Class 345 FLU (1 trailer and 8 motors)

ANNEX 7

Appendix 1 to Schedule 8 7th, 12th, 14th, 21st, 27th, 29th, 30th, 34th, 35th, 37th, 36th, 39th

Applies from 15th December 2024

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
EX11 Elizabeth line Off-Peak	2024-25	████	████	████	██	100	381O	Elizabeth line	Forward	Stratford	████
	2025-26	████					381O	Elizabeth line	Forward	Romford	████
	2026-27	████					381O	Elizabeth line	Forward	Ealing Broadway	████
	2027-28	████					381O	Elizabeth line	Forward	Hayes & Harlington	████
	2028-29	████					381O	Elizabeth line	Forward	Maidenhead	████
							381O	Elizabeth line	Forward	Reading	████
							381O	Elizabeth line	Reverse	Gidea Park	████
							381O	Elizabeth line	Reverse	Ilford	████
							381O	Elizabeth line	Reverse	Shenfield	████
							381O	Elizabeth line	Reverse	Slough	████
EX10 Elizabeth line	2024-25	████	████	████	██	100	381P	Elizabeth line	Forward	London Liverpool Street High Street Level	████
	2025-26	████					381P	Elizabeth line	Forward	Stratford	████

A	B	C	D	E	F	G	H	I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)						
Peak	2026-27	████					381P Elizabeth line	Forward	Romford	████
	2027-28	████					381P Elizabeth line	Forward	Ealing Broadway	████
	2028-29	████					381P Elizabeth line	Forward	Hayes & Harlington	████
							381P Elizabeth line	Forward	Maidenhead	████
							381P Elizabeth line	Forward	Reading	████
							381P Elizabeth line	Reverse	Gidea Park	████
							381P Elizabeth line	Reverse	Ilford	████
							381P Elizabeth line	Reverse	Shenfield	████
							381P Elizabeth line	Reverse	Slough	████
							381P Elizabeth line	Reverse	London Paddington	████