SCHEDULE

SEVENTY THIRD SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED

relating to Schedules 5 & 8

THIS SEVENTY THIRD SUPPLEMENTAL AGREEMENT

is dated 3th May 2016 and made between:

- (1) NETWORK RAIL INFRASTRUCTURE LIMITED ("Network Rail"), a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED (the "Train Operator"), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary's House, 47 Penarth Road, Cardiff CF10 5DJ.

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract");
- B. Network Rail and the Train Operator have been directed by the Office of Rail and Road pursuant to Section 22A of the Act to enter into this Supplemental Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement, 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; and

"Effective Date" shall mean the later of:

- a) 15th May 2016 at 02:00; and
- b) the date on which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect on the Principal Change Date 2017.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Winter), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Summer), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex B to this Supplemental Agreement.
- 3.3 Schedule 8 shall be amended by the deletion of that part of Appendix 1 referring to HL08 North Wales Interurban and its replacement by a new part as set out in Annex C 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 with effect from and including the Effective Date 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. LAW

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

6. 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.

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.

1 MCMAMIN S ROUTE MANACING DINECTION

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY

for and on behalf of

ARRIVA TRAINS WALES/
TRENAU ARRIVA CYMRU LIMITED

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Annex A

"Table 2.1: Passenger Train Slots

| Service Group: | : HL08 | | Passenger Train Slots | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-------------|-------------|---------------|----------|--------|--|
| Service Descri | ption: North Wale | s Interurban (Win | | | | | | | |
| From | То | Via | Description | TSC | Timing Load | Total Weekday | Saturday | Sunday | |
| Chester | Manchester Airport | Manchester Piccadilly | 8.2.2 | 22345000 | 150 | 3 | 1 | 0 | |
| Chester | Manchester Piccadilly | Earlestown | 8.2.3 | 22345000 | 150 | 2 | 5 | 15 | |
| Llandudno | Manchester Airport | Manchester Piccadilly | 8.2.7 | 22345000 | 150 | 5 | 10 | 0 | |
| Llandudno | Manchester Piccadilly | Earlestown 8.2.8 | | 22345000 | 150 | 10 | 3 | 0 | |
| Manchester Airport | Chester | Manchester Piccadilly | 8.2.9 | 22345000 | 150 | 3 | 2 | 0 | |
| Manchester Airport | Llandudno | Manchester Piccadilly | 8.2.10 | 22345000 | 150 | 6 | 9 | 0 | |
| Manchester Airport | Bangor | Earlestown | 8.2.11 | 22345000 15 | | 0 | 1 | 0 | |
| Manchester Piccadilly | Chester | Earlestown | 8.2.12 | 22345000 | 150 | 11 | 4 | 15 | |
| Manchester Piccadilly | Llandudno | Earlestown | 8.2.14 | 22345000 | 150 | 1 | 3 | 0 | |

Annex B

"Table 2.1: Passenger Train Slots

| 1 | | | | | | 2 | | |
|--------------------------|--------------------------|--------------------------|-------------|----------|-------------|-----------------|----------|--------|
| Service Group: | : HL08 | | | | | Passenger Train | Slots | |
| Service Descri | ption: North Wale | s Interurban (Sum | | | | | | |
| From | То | Via | Description | TSC | Timing Load | Total Weekday | Saturday | Sunday |
| Chester | Manchester Airport | Manchester Piccadilly | 8.2.2 | 22345000 | 150 | 3 | 1 | 0 |
| Chester | Manchester Piccadilly | Earlestown | 8.2.3 | 22345000 | 150 | 2 | 2 5 | |
| Llandudno | Manchester Airport | Manchester Piccadilly | 8.2.7 | 22345000 | 150 | 5 | 10 | 0 |
| Llandudno | Manchester Piccadilly | Earlestown | 8.2.8 | 22345000 | 150 | 10 | 3 | 0 |
| Manchester Airport | Chester | Manchester Piccadilly | 8.2.9 | 22345000 | 150 | 3 | 2 | 0 |
| Manchester Airport | Llandudno | Manchester | | 22345000 | 150 | 6 9 | | 0 |
| Manchester Airport | Bangor | , i | | 22345000 | 150 | 0 | 1 | 0 |
| Manchester Piccadilly | Chester | Earlestown | 8.2.12 | 22345000 | 150 | 11 | 4 | 15 |
| Manchester Piccadilly | Llandudno | Earlestown | 8.2.14 | 22345000 | 150 | 1 | 3 | 0 |

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Annex C

| A | 8 | С | D | E | F | G | н | 1 | J | K | L | | М | N | 0 |
|------------------|-------------------|--------------|----------|-------------|----------------|----------|---|-------|--------------|--------------------|-----------|---|-----------|------------------------|---|
| Service Group | Network Rail | | | | Train Operator | | | | Cancellation | Cap | | Train Service Code | | | |
| | Performance Point | Payment Rate | | Performance | Payment Rate | | Minutes | Cap | | Train Service Code | Direction | Monitoring Point | Weighting | | |
| | Penninance Pon | Not used | Not used | Total | Point | Not used | Not used | Total | | | | | | | |
| HL08 | 2014-15 | 00000 | 100.00 | 2 | - | A | 100000000000000000000000000000000000000 | | 45 | 180 | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Forward | Llandudno Junction | - |
| | 2015-16 | | | | 1 | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Forward | Bangor (Gwynedd) | |
| Worth Wales | 2016-17 | | | | | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Forward | Holyhead | |
| Inter-Urban | 2017-18 | | | | | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Forward | Chester | |
| | 2018-19 | | | | | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Reverse | Bangor (Gwynedd) | |
| All trains | | | | | | | | | | | 340 | Crewe/Chester - Llandadno - Bangor - Holyhead | Reverse | Llandudno Junction | |
| | | | | | | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Reverse | Chester | |
| | | | | | | | | | | | 340 | Crewe/Chester - Llandudno - Bangor - Holyhead | Reverse | Crewe | |
| | | | | | | | | | | | 345 | Stockport/Man-Warr B Qv-Ctr-Ud-Bangor-Holyhead | Foeward | Llandudno Junction | |
| | | | | | | | | | | | 345 | Stockport/Man-Warr B Qy-Ctr-Ud-Bangor-Holyhead | Forward | Holyhead | |
| | | | | | | | | | | | 345 | Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead | Forward | Chester | |
| | | | | | | | | | | | 345 | Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead | Reverse | Manchester Oxford Road | |
| | | | | | | | | | | | 345 | Stockport/Man-Warr B Qy Ctr-Lld-Bangor-Holyhead | Reverse | Chester | |
| | | | | | | | | | | | | Stockport/Man-Warr B Qv-Ctr-Ud-Bangor-Holyhead | Reverse | Manchester Airport | |

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