

DEED OF TERMINATION

ENABLE NETWORKS LIMITED

PURE FIBRE LIMITED

DEED DATED

2017

PARTIES

1. **ENABLE NETWORKS LIMITED**, a company incorporated and registered in New Zealand with company number 3406812 whose registered office is at Level 2, 106 Wrights Road, Addington, Christchurch 8149 (the **LFC**)
2. **PURE FIBRE LIMITED**, a company incorporated and registered in New Zealand with company number 6183991 whose registered office is at 226 Antigua Street, Christchurch Central, Christchurch 8011 (the **Service Provider**)

BACKGROUND

- A. The LFC and the Service Provider are parties to a Wholesale Services Agreement dated 24 March 2017 (the **WSA**).
- B. The Service Provider no longer wishes to provide services to End Users under the **WSA** and is in the process of transferring all current Services to Other Service Providers. The Service Provider therefore wishes to terminate the **WSA** and the LFC agrees to such termination with effect from the Termination Date.
- C. The LFC and the Service Provider have agreed to various matters in connection with the termination, as provided in this deed.





THIS DEED RECORDS THAT:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this deed, unless the context indicates otherwise:

(a) **Termination Date** means the date being the earlier of:

(i) the date that the last of the Service Provider's existing Services have been successfully transferred to an Other Service Provider; and

(ii) 19 January 2018 ~~31 December 2017~~    

1.2 **Interpretation:** In this deed, unless the context indicates otherwise:

(a) **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning throughout this deed, including the background;

(b) **Headings:** clause and other headings are for ease of reference only and will not affect this deed's interpretation;

(c) **Parties:** references to any party include that party's executors, administrators, successors and permitted assigns;

(d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body,

- authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
 - (f) **Clauses:** references to clauses are to clauses in this deed;
 - (g) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - (h) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
 - (i) **Capitalised Terms:** capitalised terms used but not defined in this deed have the meaning given to those terms in the WSA.

2. TERMINATION AND RELEASE

- 2.1 **Termination:** With effect from the Termination Date, the parties agree that the WSA will be terminated and of no further effect, but without prejudice to the rights and responsibilities of the parties under the WSA that are intended to survive termination, which shall continue in full force and effect.
- 2.2 **Effect of Termination:** On and from the Termination Date, the LFC will cease to provide any Services and will disconnect the Service Provider from the LFC Network at each Interconnection Point.
- 2.3 **New Service Requests:** The parties agree that the Service Provider will not make any further Service Requests under the WSA from the date of this deed.
- 2.4 **Current Service Orders:** The parties agree that the LFC will continue to process and fulfil Service Orders that have been accepted by the LFC prior to the date of this deed.
- 2.5 **Early Termination Charges:** The LFC agrees that it will not require the Service Provider to pay any early termination charges.

3. GENERAL

- 3.1 **Costs:** Unless otherwise stated in this deed, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this deed.
- 3.2 **Waiver:** Any waiver by a party of any of its rights or remedies under this deed will be effective only if it is recorded in writing and signed by a duly authorised senior representative of that party. If the waiver relates to a breach of any provision of this deed, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this deed at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this deed.
- 3.3 **Counterparts:** This deed may be signed in counterparts. All executed counterparts will together constitute one document.



3.4 Copies: Any copy of this deed that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this deed) may be relied on by either party as though it were an original copy of this deed. This deed may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of ENABLE NETWORKS LIMITED by:



Signature of director

BRETT GAMBLE

Name of director



Signature of authorised signatory

Steve Fuller

Name of authorised signatory

Witness:*



Signature of witness

Alexia Mary Khan

Full name of witness

General Counsel

Occupation of witness

Christchurch

Address of witness

Witness:*



Signature of witness

Alexia Mary Khan

Full name of witness

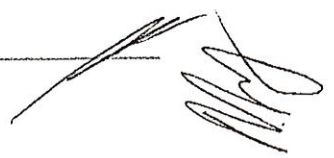
General Counsel

Occupation of witness

Christchurch

Address of witness

*A witness must not be a party to this deed.



SIGNED on behalf of PURE FIBRE
LIMITED by

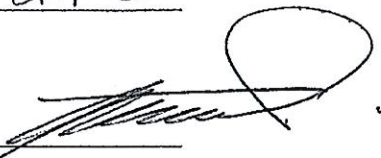


Signature of director

MARC FEATHERSTONE

Name of director

Witness:*



Signature of witness

Full name of witness Hugh Clifford Matthews
Solicitor

Occupation of witness CHRISTCHURCH

Address of witness