

Wholesale Services Agreement

In February 2012, Enable Networks Limited (**Enable**) published its UFB Reference Offer, including the Enable Networks UFB Services Agreement General Terms (the **Wholesale Services Agreement**), on its website (together referred to as the **Reference Offer**).

In developing the Reference Offer, Enable and the other LFCs consulted the industry forum and made substantial changes to its terms. Enable acknowledges that there may remain scope for the improvement of some parts of the Reference Offer and will continue to consult in good faith with [RSP] in this regard. Enable further acknowledges that [RSP] does not intend to obtain or retail GPON services under the Wholesale Services Agreement unless and until [RSP] is satisfied with how its systems will interface with Enable's systems.

Enable and [RSP] have agreed to enter into the Reference Offer on the basis set out below.

1. End User Terms and Consents

The Reference Offer contains clauses requiring [RSP] to ensure that End Users agree to be bound by Enable's End User Terms (**EUT**) (the **Operative End User Clauses**). Enable has developed the EUT with industry involvement through the Telecommunications Carriers' Forum (**TCF**). The Operative End User Clauses and the EUTs have been largely agreed, however, some matters remain outstanding. Accordingly, the parties agree as follows.

- (a) The final version of the Operative End User Clauses as agreed between Enable and the industry (including RSP) shall be the version that is deemed to apply as between [RSP] and Enable. If agreement is not reached, the draft amended Wholesale Services Agreement attached (in which the draft amendments have been marked up for ease of reference) (the **Interim WSA Position**), shall be the version that is deemed to apply and Enable will further amend clause 17.3(a)(iii) by adding the words "*(in a manner that creates a binding agreement between the LFC and the End User)*" at the end of the clause.
- (b) If agreement between Enable and the industry is not reached on the final wording of the LFC (End User) Terms for each of business End Users and residential End Users, then the Business and Residential EUTs as attached to this letter (the **Interim End User Term Position**) shall be the versions that are deemed to apply as between [RSP] and Enable.
- (c) The parties will continue to discuss and consult in relation to RSP's obligations under clauses 12.2 and 12.3 of the Wholesale Services Agreement with a view to putting an agreed process for building owner and third party consents in place prior to 1 July 2012. Until 1 July 2012, Enable will assist [RSP] where reasonably requested by [RSP] to obtain consents under clauses 12.2 and 12.3.
- (d) Enable intends to refrain from enforcing RSP's obligations in the Reference Offer in relation to LFC (End User) Terms until 31 August 2012 to allow sufficient opportunity for the resolution of the Operative End User Clauses and the Business and Residential EUTs and the implementation of those EUTs by RSP.

2. Free Trial Terms

To assist [RSP] to become operationally ready in terms of their systems and processes Enable will be offering limited free trial terms on GPON services. We look forward to confirming the details of that with you shortly.

Please confirm your acceptance of the above by signing below and returning a copy of this letter to Enable.

Yours sincerely

A handwritten signature in purple ink, appearing to read "S Fuller", is written over a faint circular stamp.

Steve Fuller
Chief Executive Officer