

## THIRD SCHEDULE

### GUARANTEE

**In consideration** of the Licensor entering into this Licence at the Guarantor's request, the Guarantor:

- (a) irrevocably guarantees to the Licensor that the Guarantor will be jointly and severally with the Licensee liable to the Licensor for payment of the Licence Fee and the performance by the Licensee of the covenants in this Licence, and
- (b) indemnifies the Licensor against any loss the Licensor might suffer should this Licence be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

**The Guarantor** covenants with the Licensor that:

- 1 No release delay or other indulgence by the Licensor to the Licensee or any other thing whereby the Guarantor would have been release had the Guarantor been merely a surety will release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
- 2 As between the Guarantor and the Licensor the Guarantor may for all purposes be treated as the Licensee and the Licensor will be under no obligation to take proceedings against the Licensee before taking proceedings against the Guarantor.
- 3 The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Licence Fee throughout the Term and until all obligations of the Licensee under this Licence have been satisfied.
- 4 No extension of this Licence, and Licence Fee review in accordance with this Licence, will release the Guarantor from liability. This guarantee will inure for the Term, whether the Initial Term or any Further Term following extension.
- 5 This guarantee is a continuing security and will continue to remain in force until all Licence Fee or other money payable under this Licence have been paid and until all other obligations and indemnities have been performed, observed or satisfied and such obligations will not be reduced or affected by any notice to quit given pursuant to this Licence or the death, insolvency, liquidation or dissolution of the Licensee or Guarantor.
- 6 Should there be more than one Guarantor their liability under this guarantee will be joint and several.

## ANNEXURES

### **Annexure One: Brief Project Description**

#### A1.1 Project Overview

Canvastown school is located on SH58, which contains a Telecom NZ fibre optic cable connecting Blenheim to Nelson. The project is obtain a separate connection at the school (for the sole purpose of avoiding trenching costs) and deliver some bandwidth up the Wakamarina valley for the parents of children at the school and other valley occupants.

*[Provide a brief description of the Internet Hub to be installed and its purpose.*

Wire from Chorus ONT to RF dish on wall of school. Purpose – External Communications.

*What will the Licensee use the school's fibre link for? Include a network diagram].*

The schools fibre link is not used. A separate Chorus circuit is supplied from the Chorus Wall mounted ONT.

#### A1.2 Benefits provided by the Licensee

*[Itemise the specific benefits that the Licensee will provide to the school and/or community as a result of this Licence agreement; i.e. financial remuneration over and above cost recovery; enabling surrounding community to take advantage of the ultrafast fibre network].*

Under this Licence, the Licensee will provide the following benefits to the School and/or the surrounding community:

Enable the children of the local community school to do homework/project work via the internet.

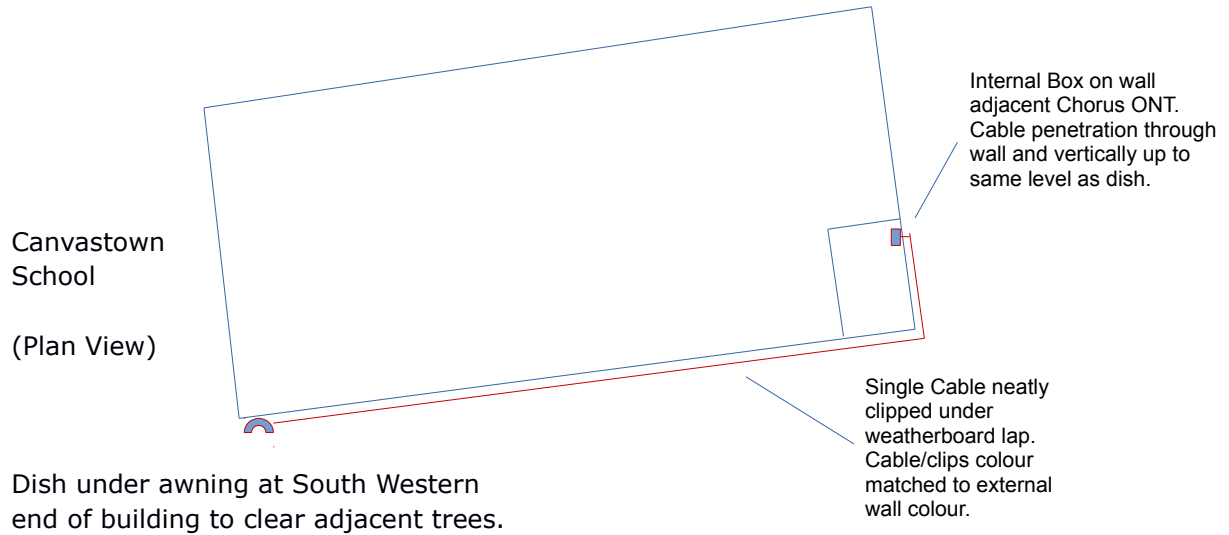
Supply internet to a valley that has no internet nor cell-phone coverage currently, and it not likely to receive it within 5 years.

Provide possible safety service for local Outward Bound School from radio vantage point.

Provide a monthly contribution to the school of \$150.

**Annexure Two: Plan of the School Land and Licensee Installation**

*[Provide a **high level plan view** of the school grounds and buildings identifying what Premises are required for the location of each piece of Equipment (edged in red). Include cabinets, antennae, cable runs, fibre access terminal etc].*



State Highway 6.

See also picture on following pages.

**Annexure Three: Equipment and operational matters**

**A3.1 Description of the Equipment and Physical Installation**

*[Provide an itemised list of the Equipment, the proposed location and installation methods for each key piece of Equipment, e.g. roof mounted antennae, cabinets, routers, cable runs etc. Provide antenna heights above the roof line or above ground if mounted on a separate mast/pole. Also identify where an existing cabinet is located and where any new cabinet is proposed].*

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The following Equipment will be located on the Premise:

1/ RF Elements Dish, 5.8Ghz frequency band, 260mm diameter. 150Mm depth from mounting surface.

There is no equipment located within the premises, save for a small power plug.

The following picture is offered to show relative size and fitment of dish.



The size of domestic house bricks provide indication of relative size of dish and size of cable. Cable and clips will be similar colour to existing school external colour scheme.

### A3.2 Cabinet Equipment Layout

*[Provide a diagrammatic representation of any existing and new cabinet/cabinet space layout requirements for mounting Equipment included in A3.1. Note: that if the school is not already connected to N4L, additional cabinet space must be reserved for that purpose].*

There is no cabinet. A small plastic box with recessed screw lid is intended to be wall mounted. It's purpose is threefold.

- 1/ Avoid the plug being removed or the switch turned off for any reason.
- 2/ Cover all cables and POE unit. Cover the wall penetration and sealing.
- 3/ Avoid any possible problems with inadvertent removal/use.

See photograph and notes on next page.

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### A3.3 Equipment Power source

*[Provide details on the source of power for the Equipment. Note: power must be sourced from a separate labelled power outlet with projected loadings provided]*

A single domestic plug, Consumption is 8W. 8W at the domestic tariff of 25c/kWhr = 37c/week power consumption.

The following picture is for illustrative purposes only. The actual box is a grey PVC standard electrical box with lid secured by recessed screws and with a rear section removed. The box covers domestic wall plug, wall penetration and holds power supply. The size of the box is 3" x 7" x 9".



Cable to Equipment  
via Wall penetration.

Cable to Chorus ONT

Box shown with lid removed. Actual Box grey opaque plastic.

### A3.4 Fibre Access Description

*Provide details of how the school's fibre access will be shared between the School and the Licensee.*

Chorus ONT supplied individually for separate service. No connection to School service in any form. Standard Chorus Gpon split from the cabinet is my understanding of the service.

*What capacity will each party have access to?*

School capacity separate circuit. Capacity unknown. This installation initial supply requested is 100Mbps. That may increase later as demand increases.

*How will the Licensee equipment be connected to the fibre terminating unit?*

By an ethernet cable.

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*Which company will be supplying the fibre bitstream services?*

No one. I am not aware of any "bitstream" supply. (bitstream was a marketing term invented by Telecom Xtra when describing ADSL services. Not applicable in this instance).

This is intended to be a separate gigabit ethernet supply in the same manner that Chorus supplies each household/company from a common street cabinet.

The separate cable is to be supplied by Snap Internet, of Christchurch (Now 2degrees Broadband).

*Note: sharing of a single bitstream service is not permitted and any installation cannot impair any future service provision decisions to be made by the school].*

N/A

#### A3.5 The Facility to be Provided by the School

*[Identify specifically what the school will provide to the Licensee,*

*e.g. accommodation for the Equipment, power for the Equipment, 24/7 facility access, access to the Chorus fibre network terminating unit located in.... etc. Note: At a minimum, all financial impacts borne by the school must be fully reimbursed by the licensee].*

The School will provide to the Licensee the following facilities:

A 240V Outlet. 8W continuous power.

#### A3.6 Equipment Ownership

*[State the ownership status of the installed Equipment and how any Equipment owned by the Licensee will be identified].*

All equipment is owned by Power Fibre Ltd. Identified by Dymo tape labels on Dish and box cover with telephone number.

#### A3.7 Allowable Construction Work

The following construction work may be undertaken by the Licensee, at its own cost, and has been agreed to by the Board. All construction work will comply with the Ministry of Education's ICT Cabling Infrastructure Standards and Building Standards:

*a). Basic Construction*

None.

*[Identify alterations and additions to any structures/rooms/buildings required to accommodate the Equipment e.g. for antennae/aerial mountings, cabinet installations]*

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*b). List any modification to, and installation of, electric power circuits*

None.

*c). List any through wall penetrations*

1 Wall penetration, 6mm. Sealed at both ends by clear plastic sealant,

*d). List any cable trenches or suspended wiring required*

None.

Cable clipped neatly to external wall under weatherboard from Wall penetration to dish.  
See diagram on Page 1.

#### A3.8 Additional Relevant Information

*[Provide any additional relevant information regarding this Licence agreement]*

Any further queries or clarification required, please telephone Roger De Salis of PowerFibre Ltd - 021 481 452.