

## BLOCKWIRING OPERATIONAL ARRANGMENT AGREEMENT

This AGREEMENT is made on 9th October 2001

BETWEEN

AND

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. The Parties have entered into a Blockwiring Agreement dated 25 October 2000 ("**Blockwiring Agreement**"); and
- B. The Parties wish to enter into a short-term, interim, operational arrangement for the leasing of Vertical Blockwiring together with Horizontal Blockwiring, which is supplemental to and subject to the terms and conditions of the Blockwiring Agreement.

IT IS NOW HEREBY AGREED by the Parties as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following capitalised terms have the meanings given to them in this clause unless the context otherwise requires:

"**Agreement**" means these terms and conditions together with any schedules and attachments annexed hereto.

- 1.2 This Agreement is supplemental and subject to the terms and conditions of the Blockwiring Agreement.
- 1.3 Unless the context otherwise requires, a term defined or construed in the Blockwiring Agreement and used in this Agreement but not defined or construed herein, shall have the same meaning and construction in this Agreement as it has in the Blockwiring Agreement.

## 2. TERM AND TERMINATION

- 2.1 This Agreement commences on the date first written above and shall continue for an initial trial period of three (3) months from the date of the first Order for Vertical Blockwiring together with Horizontal Blockwiring placed under this Agreement by either Party ("**Trial Period**") and shall continue in force thereafter unless terminated by either Party in accordance with clause 2.2 of this Agreement.
- 2.2 Subject to clause 3.1(b) of this Agreement, after the expiry of the Trial Period, either Party may terminate this Agreement immediately without cause upon giving the other Party not less than thirty (30) days written notice of termination.

## 3. REVIEW AND DISPUTE RESOLUTION

- 3.1 The Parties agree:
- (a) to regularly review the implementation of this Agreement; and
  - (b) to use reasonable commercial endeavours to identify and resolve:
    - (i) operational and technical difficulties (if any) incurred by the Owner and/or the Requesting Operator; and
    - (ii) any disputes that arise in relation to this Agreement.

## 4. ORDERING AND PROVISIONING

- 4.1 After the receipt by the Owner of an Order, the Owner and Requesting Operator shall carry out a joint site visit to verify the availability of usable Vertical Blockwiring and Horizontal Blockwiring.
- 4.2 Subject to Clause 2.2 of the Blockwiring Agreement, if, in the reasonable opinion of the Owner, both Vertical Blockwiring and Horizontal Blockwiring as requested in the Order are available, the said Blockwiring shall be provisioned to the Requesting Operator.
- 4.3 If in the reasonable opinion of the Owner, no usable Horizontal Blockwiring is available to fulfil the Order, the Requesting Operator shall:
- (a) amend the Order to Vertical Blockwiring only (without affecting the proposed Available Dates); or
  - (b) cancel the order.
- 4.4 An Order that has been amended in accordance with clause 4.3(a) of this Agreement shall be dealt with in accordance with the terms and conditions of the Blockwiring Agreement.

## 5. CHARGES

- 5.1 In addition to any applicable Blockwiring Charges, the Requesting Operator shall pay the Owner a charge in respect of each joint site visit performed in accordance with clause 4.1 of this agreement ("**Joint Site Visit Charge**").

5.2 The Joint Site Visit Charge:

- (a) shall be the rate for one (1) man-hour per Blockwiring in the Order (irrespective of the number of actual man-hours expended), calculated at the man-hour rate set out in Clause 7.2 of Schedule 3 to the Blockwiring Agreement; and
- (b) shall be payable by the Requesting Operator even if the joint site visit cannot be completed due to the absence of the Requesting Operator or tenants.

5.3 Clause 9 and Schedule 3 of the Blockwiring Agreement shall apply in respect of this Agreement. The Blockwiring Agreement shall apply to the Joint Site Visit Charge as though it were a Blockwiring Charge. For the purposes of Clause 9 of the Blockwiring Agreement only, the Joint Site Visit Charge shall be deemed to be a Blockwiring One-off Charge

Executed as an AGREEMENT.