

ANNEXURE SCHEDULE 1

Definitions

1. "Land" means all the estate and interest comprising the Burdened Land identified in Schedule A of this instrument.
2. "Grantee" means WEL Networks Limited and includes its subsidiaries or related companies and their successors, assigns, licensees, and where appropriate, their employees, contractors, surveyors, engineers, invitees and inspectors.
3. "Easement Area" means that part of the Land shown in Schedule A of this instrument.
4. "Equipment" means all things used or intended to be used as, or ancillary to, a physical medium for transmitting and/or conveying electricity and telecommunications. It includes (but is not limited to):
 - (a) wires, lines, cables, poles, masts, transformers, antennas, receivers, machinery, insulators, tunnels, foundations, supports, ducts, pipes, casings, terminal boxes, housings, software, fixtures or other equipment or materials used, intended to be used or supporting or ancillary to the generation, conversion, conveyance, transmission, broadcasting, emission or reception of electricity, telecommunications, computer media, signals (radio or otherwise), impulses, writing, images, sounds, instructions, information or intelligence of any nature incidental; and
 - (b) any part of any Equipment; and
 - (c) "Works" as defined by the Electricity Act 1992; and
 - (d) "Works" as defined by the Telecommunications Act 2001.

Grant

5. The Grantor grants to the Grantee perpetual easements in gross for Electricity and Telecommunications purposes ("Easements") in, through and below the Easement Area.

Terms

6. The Grantee shall have the following rights and powers:

- (a) to use the Equipment to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity and telecommunications as defined in the Land Transfer Regulations 2018, on, over and under the Easement Area free of interruption or impediment;
- (b) to lay, erect, construct, maintain, monitor, inspect, replace, alter, add to, upgrade, retain and remove Equipment on, over and under the Easement Area;
- (c) to enter onto and over the Land and remain on it with or without machinery, vehicles, active and/or passive monitoring and inspection apparatus or devices for the purposes of placing, laying, erecting, constructing, maintaining, monitoring, inspecting, repairing, renewing, adding to, upgrading, replacing, altering or removing the Equipment and excavating or removing soil and vegetation and opening up the soil of the Land and make any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally do such things on the Land for the purposes of exercising the Grantees rights under this instrument as the Grantee considers reasonable;
- (d) to erect gates, fences and other protective barriers around the Equipment;
- (e) to keep the Easement Area clear of vegetation (including trees and shrubs);
- (f) to enter and exit the Land by any access point the Grantee considers reasonable to exercise its rights under this instrument or to gain access to its Equipment situated on adjoining land.

7. When exercising its rights and powers, the Grantee will:

- (a) give the Grantor reasonable notice of its intention to enter the Land. In the case of an emergency the Grantee may enter the Land without notice;
- (b) cause as little disturbance to the Land as is reasonably possible;
- (c) restore the Land as close as is reasonably possible to its condition before the Grantee exercised its rights under this instrument. The Grantor acknowledges exercise of some rights may require significant earthworks and disruption and such earthworks and disruption are not a breach of this clause.

8. The Grantor will not without the Grantee's written permission:

- (a) erect or permit to be erected any improvements on the Easement Area including buildings and fences;
- (b) grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Area;

- (c) excavate or deposit material on the Easement Area;
 - (d) do anything on the Easement Area that may interfere with, restrict or adversely affect the rights of the Grantee under this instrument or the efficient operation of its' Works or Equipment or endanger the continuity or safety of supply of electricity, telecommunications and computer media; and
 - (e) grant any easement, or similar right or interest in the Easement Area.
9. The rights recorded in this instrument are not in substitution for and are without prejudice to any statutory rights and/or authorities the Grantee has from time to time in respect of the Land.
 10. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this instrument, the modifications prevail. The rule of construction known as the contra proferentem rule does not apply to this instrument.
 11. The Equipment and any other property of the Grantee remains the sole property of the Grantee and will not for any reason become the property of the Grantor.
 12. The Grantee may assign, transfer, lease or licence all or any part of its rights under this instrument without needing to obtain the consent of the Grantor.
 13. There is no power in this instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this instrument or for any other reason. It is the intention of the parties that the Easements will subsist for all time unless they are surrendered.
 14. Clause 14(c) of the Fifth Schedule of the Land Transfer Regulations 2018 is amended by deleting the reference to 14 working days and replacing it with 60 days.
 15. Each party's liability under this instrument is limited to the direct and actual costs of the other party, to a maximum of \$1,000,000.00 per event or series of related events, and \$2,000,000.00 in any 12 month period, and specifically excludes indirect, consequential, or economic loss; and loss of profit.
 16. The Grantor waives and will not at any time claim any compensation from the Grantee whether under the provisions of any statute or regulation or otherwise in respect of the exercise by the Grantee of its rights under this instrument.