

PRIVATE & CONFIDENTIAL

Dated [] 2014

**SUPPLEMENTAL
CO-LOCATION AGREEMENT
(TUAS CENTRAL OFFICE)**

BETWEEN

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

AND

NUCLEUS CONNECT PTE. LTD.

THIS SUPPLEMENTAL CO-LOCATION AGREEMENT is made on [] 2014

BETWEEN:

- (1) **CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.** (as Trustee-Manager of NetLink Trust) (Company Registration Number: **201117019K**), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Technopark@Chai Chee, Singapore 469005 ("**NLT**");

AND

- (2) **NUCLEUS CONNECT PTE. LTD.** (Company Registration Number: **200906560W**), a company incorporated in Singapore with its registered address at 3 Tai Seng Drive #04-01, Singapore 535216; ("**NC**" or "**Requesting Licensee**")

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

WHEREAS:

- (A) Under the terms of NLT's FBO License, NLT must offer certain mandated services (including co-location services) to certain Requesting Licensees pursuant to the Approved ICO (as defined below).
- (B) Schedule 12 of the Approved ICO requires that all Requesting Licensees shall ensure that their co-location equipment at the co-location space (provided under Schedule 12) does not exceed a specified heat load limit ("**ICO Heat Load Limit**").
- (C) NC has agreed to take up ten (10) square metres of Co-Location Space initially. However, NC has projected that it would exceed the ICO Heat Load Limit within the duration of this Co-location Agreement, as its Co-Location Equipment would generate up to 14.8 kilowatts of heat (which includes two router racks generating 3.0 kilowatts per rack and an OLT rack generating 1.8 kilowatts).
- (D) Initially, NLT and NC had entered into a Co-Location Agreement dated 15 April 2010 in relation to NC's access into the Co-Location Space for the purpose of installing and testing its Co-Location Equipment and carrying live traffic via the Co-Location Equipment, in respect of all NLT's Central Offices (including Tuas Central Office). This agreement was initially scheduled to expire on 27 April 2011 but was subsequently extended.
- (E) Parties subsequently entered into a Co-Location Agreement, dated 1 August 2012, to specifically regulate NC's access to the Co-Location Space in Tuas CO for the purpose of installing and testing its Co-Location Equipment and carrying live traffic via the Co-Location Equipment.

THE PARTIES HEREBY AGREE AS FOLLOWS :

1. The definition of "End Date" in the Co-Location Agreement dated 31 December 2014 is hereby deleted and replaced as follows :
- "End Date"** means 31 December 2016.
2. Save for the amendment stated in this Agreement, all the other provisions in Co-Location Agreement dated 1 August 2012 shall remain.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

Signed by _____)
(Name of Signatory))
for and on behalf of **CITYNET INFRASTRUCTURE**)
MANAGEMENT PTE. LTD. (AS TRUSTEE-)
MANAGER OF NETLINK TRUST))
in the presence of:)

(signature) _____
Title: Chief Operating Officer

(signature of witness) _____
Name of Witness:
Title:

Nucleus Connect Pte Ltd

Signed by _____)
(Name of Signatory))
for and on behalf of)
NUCLEUS CONNECT PTE. LTD.)
in the presence of:)

(signature) _____
Title:

(signature of witness) _____
Name of Witness:
Title: