

**PRIVATE & CONFIDENTIAL**

Dated

2018

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

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.  
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

**NUCLEUS CONNECT PTE LTD**

BETWEEN:

- (1) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Viva Business Park 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 (the "**Requesting Licensee**" or "**RL**" or "**NC**").

NLT and the RL shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

**WHEREAS:**

- (A) NC and OpenNet Pte. Ltd. ("**OpenNet**") entered into a Co-Location Agreement dated 1 August 2012 (hereinafter referred to as the "**Tuas Co-Location Agreement**") to 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.
- (B) On 21 November 2013, NC and OpenNet entered into a Supplementary Co-Location Agreement to extend the term of the Tuas Co-Location Agreement to 31 December 2014.
- (C) On 1 October 2014, NC and OpenNet entered into a Novation Agreement for the novation of all OpenNet's rights, benefits, title, interests and obligations under *inter alia* the Tuas Co-Location Agreement to the then trustee-manager of NetLink Trust, CityNet Infrastructure Management Pte. Ltd. ("**CityNet**").
- (D) On 10 December 2014 and 18 October 2016, NC and CityNet (in its capacity as the then trustee-manager of NetLink Trust) entered into Supplementary Co-Location Agreements to extend the term of the Tuas Co-Location Agreement to 31 December 2016 and 31 December 2017, respectively.
- (E) On 13 April 2017, NLT succeeded CityNet Infrastructure Management Pte. Ltd. as trustee-manager of the NetLink Trust.
- (F) On 28 November 2017, NC and NLT entered into a Supplemental Co-Location Agreement (Tuas Central Office) to extend the term of the Tuas Co-Location Agreement to 31 December 2018.
- (G) The Parties now wish to further extend the term of the Tuas Co-Location Agreement to 31 December 2019, in the manner set out in this Supplemental Co-Location Agreement.

**IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:**

1. Unless otherwise defined, capitalised terms used in this Supplemental Co-Location Agreement have the meanings given to them in the Tuas Co-Location Agreement.

2. The definition of "End Date" in Clause 1.1 of the Tuas Co-Location Agreement shall be deleted in its entirety and replaced with the following:

*““End Date” means 31 December 2019.”*

3. Save for the amendment stated in this Supplemental Co-Location Agreement, all the other provisions in the Tuas Co-Location Agreement shall continue in full force and effect.
4. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Supplementary Co-Location Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Supplementary Co-Location Agreement is limited to the assets of NetLink Trust, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.
5. This Supplemental Co-Location Agreement shall be deemed to come into effect on the day and year first written above.
6. This Supplemental Co-Location Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.
7. A party who is not a Party to this Supplemental Co-Location Agreement shall not be able to enforce any right under or derive any benefit from this Supplemental Agreement.
8. This Supplemental Co-Location Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

