

PRIVATE & CONFIDENTIAL

Dated [] October 2016

**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 [] Oct 2016

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 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; ("**NC**" or "**Requesting Licensee**")

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

WHEREAS:

- (A) Under the terms of NLT's FBO License issued by IDA dated 1 October 2014, 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) On 15 April 2010, NC entered into a Co-Location Agreement with OpenNet Pte Ltd ("**OpenNet**"), NLT's predecessor, 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) NC and OpenNet 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.
- (F) By a Novation Agreement dated 1 October 2014, NC and OpenNet had novated all the relevant agreements and contracts from OpenNet to NLT.

THE PARTIES HEREBY AGREE AS FOLLOWS :

1. The definition of "End Date" in the Co-Location Agreement dated 1 August 2012 is hereby deleted and replaced as follows :

"**End Date**" means 31 December 2017.
2. Save for the amendment stated in this Agreement, all the other provisions in Co-Location Agreement dated 1 August 2012 shall remain.

