

SECOND SUPPLEMENTARY AGREEMENT

THIS SECOND SUPPLEMENTARY AGREEMENT is made _____ 2012 between:

- (1) **NUCLEUS CONNECT PTE. LTD.**, a company incorporated under the laws of Singapore with its registered office at 3 Tai Seng Drive #04-01, Singapore 535216 ("**Nucleus Connect**")
- (2) **STARHUB LTD**, a company incorporated under the laws of Singapore with its registered office at 67 Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942 ("**Contracting QP**")

(together, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Info-communications Development Authority of Singapore (the "**Authority**") has published a Singapore's Next Generation National Broadband Network ("**NGNBN**") Project Operating Company ("**OpCo**") Request for Proposal (the "**OpCo RFP**"). The OpCo RFP closed on 5 December 2008 and Nucleus Connect has been selected on 3 April 2009 as an OpCo to design, build and operate the active infrastructure of the NGNBN.
- (B) Under Nucleus Connect's Facilities-based Operator Licence issued by the Authority on 30 October 2009, the OpCo must offer certain mandated services to certain qualifying persons on the terms of an Interconnection Offer ("**ICO**"). Nucleus Connect's ICO was submitted approved by the Authority on 6 April 2010, with further amendments approved by the Authority on 19 April 2010, 21 July 2010, 6 October 2010, 14 March 2011, 25 April 2011 and 1 November 2011 (collectively, "**NC ICO**").
- (C) Further, the Parties entered into a customised NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP on or about 16 August 2010, as amended and supplemented by the Supplementary Agreement dated 2 September 2010 (collectively, the "**Customised ICO Agreement**").
- (D) At the Contracting QP's request, the Parties agree to amend the Customised ICO Agreement, on the terms and conditions set out in this Second Supplementary Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and obligations set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Second Supplementary Agreement or the context otherwise requires, all capitalised terms used in this Second Supplementary Agreement shall have the same meanings ascribed to them in the Customised ICO Agreement.

2. COMMENCEMENT DATE

- 2.1 Nucleus Connect shall submit to the Authority a copy of this Second Supplementary Agreement.

- 2.2 This Second Supplementary Agreement shall take effect from the later of:
- (i) the date on which this Second Supplementary Agreement is signed by both Parties; and
 - (ii) the date on which this Second Supplementary Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code).

3. AMENDMENT OF SERVICE SCHEDULE FOR QP-EVPL SERVICE PORT

The Service Schedule for QP-EVPL Service Port of the Customised Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for QP-EVPL Service Port as attached to this Second Supplementary Agreement.

4. ENTIRE AGREEMENT

This Second Supplementary Agreement contains the whole agreement between the Parties with respect to the subject-matter herein and replaces all previous written or oral agreements relating to the subject-matter herein.

5. AMENDMENT AND REVIEW

- 5.1 Except to the extent expressly amended and supplemented by this Second Supplementary Agreement, all terms and conditions of the Customised ICO Agreement shall remain unchanged and in full force and effect. This Second Supplementary Agreement and the Customised ICO Agreement shall be read and construed as one and the same document and this Second Supplementary Agreement shall be considered to be a part of the Customised ICO Agreement. Without prejudice to the foregoing, where the context allows references in the Customised ICO Agreement to "the ICO Agreement" shall be read and construed as references to the Customised ICO Agreement as amended and supplemented by this Second Supplementary Agreement.
- 5.2 For the avoidance of doubt, the Parties hereby acknowledge that they shall, if required by the Authority, amend this Second Supplementary Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services as required by the Authority during the term of the Customised ICO Agreement.

6. COUNTERPARTS

This Second Supplementary 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. GOVERNING LAW

The interpretation, validity and performance of this Second Supplementary Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.

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

Nucleus Connect

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:

Contracting QP

Signed by _____)

(Name of Signatory))

for and on behalf of)

STARHUB LTD.)

in the presence of:)

(signature) _____

Title:

(signature of witness) _____

Name of Witness:

Title: