

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made _____ September 2010 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) **M1 NET LTD.**, a company incorporated under the laws of Singapore with its registered office at 10 International Business Park, Singapore 609928 ("**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 and 21 July 2010 (collectively, "**NC ICO**").
- (C) On or about 20 May 2010, Nucleus Connect and the Contracting QP entered into NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP (the "**ICO Agreement**").
- (D) At the Contracting QP's request, the Parties agree to amend the ICO Agreement, on the terms and conditions set out in this Supplementary Agreement.

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

1. DEFINITIONS

- 1.1 "**Customized Provisions**" means collectively the (i) provisions stated in Clauses 3 and 4 and (ii) those specific provisions amending the Service Schedules in the NC ICO that have been incorporated in the new Service Schedules referred to in Clauses 5 to 10, but excludes those provisions of the Service Schedules in the NC ICO that have not been amended, notwithstanding the references in Clauses 5 to 10 to the deletion of the Service Schedules in the NC ICO and substitution by the new Service Schedules.
- 1.2 Unless otherwise defined in this Supplementary Agreement or the context otherwise requires, all capitalised terms used in this Supplementary Agreement shall have the same meanings ascribed to them in the ICO Agreement.

2. COMMENCEMENT DATE

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

2.2 This Supplementary Agreement shall take effect from the later of:

- (i) the date on which this Supplementary Agreement is signed by both Parties; and
- (ii) the date on which this Supplementary Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code).

Notwithstanding anything in this Supplementary Agreement to the contrary, the Parties hereby acknowledge that this Supplementary Agreement will not be effective until approved by the Authority (or deemed approved by the Authority as provided for in the Code).

3. INCORPORATION OF ADDITIONAL DEFINITIONS

3.1 The following two (2) new definitions shall be added immediately after the definition of "C-VLAN" in Annex 1 (Definitions) of the Master ICO Agreement:

DHCP Option 82	means DHCP Relay Agent Information Option;
DHCP Option 82 Service	means the provision of DHCP Option 82 information;

3.2 The following two (2) new definitions shall be added immediately after the definition of "Due Date" in Annex 1 (Definitions) of the Master ICO Agreement:

Duties Related to the Provision of Mandated Services	has the meaning ascribed to it in the Code;
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4. CHARGES FOR DHCP OPTION 82

The Contracting QP shall pay to Nucleus Connect the following non-refundable one-time charges in accordance with the terms and conditions of the ICO Agreement:

DHCP Option 82 Setup Charges

Description		One-time Charges
(i)	Setting up of DHCP Option 82 Service	\$10,000 due and payable upon activation of the DHCP Option 82 Service
(ii)	Configuration to support DHCP Option 82 Service	
(iii)	Testing and Commissioning of DHCP Option 82 Service	
(iv)	Activation of DHCP Option 82 Service	
(v)	Project Management	

5. AMENDMENT OF SERVICE SCHEDULE FOR RESIDENTIAL PER-END-USER CONNECTION

The Service Schedule for Residential Per-End-User Connection of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for Residential Per-End-User Connection as attached to this Supplementary Agreement as Annex A.

6. AMENDMENT OF SERVICE SCHEDULE FOR NON-RESIDENTIAL PER-END-USER CONNECTION

The Service Schedule for Non-Residential Per-End-User Connection of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for Non-Residential Per-End-User Connection as attached to this Supplementary Agreement as Annex B.

7. AMENDMENT OF SERVICE SCHEDULE FOR NBAP PER-END-USER CONNECTION

The Service Schedule for NBAP Per-End-User Connection of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for NBAP Per-End-User Connection as attached to this Supplementary Agreement as Annex C.

8. AMENDMENT OF SERVICE SCHEDULE FOR L2 VPN SERVICE

The Service Schedule for L2 VPN Service of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for L2 VPN Service Connection as attached to this Supplementary Agreement as Annex D.

9. AMENDMENT OF SERVICE SCHEDULE FOR L3 VPN SERVICE

The Service Schedule for L3 VPN Service of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for L3 VPN Service Connection as attached to this Supplementary Agreement as Annex E.

10. AMENDMENT OF SERVICE SCHEDULE FOR E-LAN SERVICE

The Service Schedule for E-LAN Service of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for E-LAN Service Connection as attached to this Supplementary Agreement as Annex F.

11. ENTIRE AGREEMENT

This Supplementary Agreement contains the whole agreement between the Parties with respect to the Customized Provisions and replaces all previous written or oral agreements relating thereto.

12. AMENDMENT AND REVIEW

12.1 Except to the extent expressly amended and supplemented by this Supplementary Agreement, all terms and conditions of the ICO Agreement shall remain unchanged and in full force and effect.

12.2 The Parties hereby acknowledge and agree that:

- (a) they shall, if required by the Authority, amend this 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 ICO Agreement; and
- (b) the Authority may from time to time review the NC ICO and direct Nucleus Connect to make amendments thereto (the "**IDA Amendments**"), pursuant to and in accordance with the Code or the OpCo FBO Licence. For the avoidance of doubt, the Amendments shall apply equally to the provisions of the ICO Agreement; except for the Customized Provisions (unless the Authority mandates that Nucleus Connect provide all or any of the services comprising the Customized Provisions pursuant to the NC ICO, in which case the IDA Amendments shall replace and supersede the Customized Provisions concerning the said services as of the effective date of the IDA Amendments). Further, to the extent that the Authority does not notify the Contracting QP of the IDA Amendments, Nucleus Connect shall notify the Contracting QP of the same.

13. COUNTERPARTS

This 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.

14. GOVERNING LAW

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

IN WITNESS WHEREOF this 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:

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)
(signature) _____
Title:

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

Contracting QP

Signed by _____
(Name of Signatory)
for and on behalf of
M1 NET LTD.
in the presence of:

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(signature) _____
Title:

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