

SECOND SUPPLEMENTARY AGREEMENT

THIS SECOND SUPPLEMENTARY AGREEMENT is made _____ 2013 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, 21 July 2010, 6 October 2010, 14 March 2011, 25 April 2011, 1 November 2011, 4 May 2012 and 12 March 2013 (collectively, "**NC ICO**").
- (C) The Parties entered into NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP on or about 20 May 2010, as amended and supplemented by the Supplementary Agreement dated 16 September 2010 (collectively, 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 Second 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 those specific provisions amending the Service Schedule in the NC ICO that have been incorporated in the new Service Schedule referred to in Clause 3, but excludes those provisions of the Service Schedules in the NC ICO that have not been amended, notwithstanding the references in Clause 3 to the deletion of the relevant Service Schedule in the NC ICO and substitution by the new Service Schedule.

- 1.2 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 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).

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

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

With effect from a date to be notified by Nucleus Connect to the Contracting QP, 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 Second Supplementary Agreement.

4. ENTIRE AGREEMENT

This Second 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.

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 ICO Agreement shall remain unchanged and in full force and effect.

- 5.2 The Parties hereby acknowledge and agree that:

- (a) 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 ICO Agreement; and
- (b) the Authority may from time to time review NC ICO and direct Nucleus Connect to make amendments thereto, pursuant to (the “**IDA Amendments**”), pursuant to

and in accordance with the Code or the OpCo FBO Licence. For the avoidance of doubt, the IDA 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).

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)

M1 NET LTD.)

in the presence of:)

(signature)

Title:

(signature of witness)

Name of Witness:

Title: