## CONFIDENTIAL

Dated [ \_\_\_\_ ] November 2017

# SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

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

and

**M1 LIMITED** 

EXTENSION OF SCHEDULE 2 NON-RESIDENTIAL END-USER CONNECTION TO THE TELSTRA DATA CENTRE LOCATED AT 110 PAYA LEBAR ROAD SINGAPORE 409009

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT ("AGREEMENT") is made on \_\_\_\_ November 2017.

#### 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) **M1 LIMITED** (Company Registration Number: **199206031W**), a company incorporated in Singapore with its registered address at 10 International Business Park, Singapore 609928 ("Requesting Licensee")

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

#### WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) had entered into a Customised Agreement dated 3 November 2015 ("CA") to regulate the Parties' respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Telstra Data Centre. The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) subsequently entered into a Supplementary Customised Agreement dated 16 November 2017 (the "First Supplementary CA") to extend the term of the CA to 16 November 2017. Copies of the CA and the First Supplementary CA are annexed hereto as ANNEX A.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet Infrastructure Management Pte. Ltd. as trustee-manager of the NetLink Trust.
- (C) The Parties now wish to renew the CA for a further one (1) year on the same terms and conditions.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. The CA shall be renewed for a further term of one (1) calendar year and shall expire on 16 November 2018, unless further renewed as agreed in writing between the Parties.
- 2. Save for the amendment stated in this Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.

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

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

Signed by Tong Yew Heng (Name of Signatory)	)
for and on behalf of <b>NETLINK MANAGEMENT PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)</b>	) ) )
in the presence of:	(signature) Designation:
(signature of witness) Name of Witness: Widjaja Suki Designation: Business Development & Process	
NETLINK MANAGEMENT PTE. LTD. (AS TRUSTEE-MANAGER OF NETLINK TRUST)	
Signed by(Name of Signatory)	)
for and on behalf of <b>NETLINK MANAGEMENT PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)</b>	) ) )
in the presence of:	) (signature) Designation:
(signature of witness) Name of Witness: Widjaja Suki Designation: Business Development & Process	
M1 LIMITED	
Signed by(Name of Signatory)	)
for and on behalf of M1 LIMITED	) )
in the presence of:	(signature) Designation:
(signature of witness) Name of Witness: Designation:	2 Solgi attorn

# **ANNEX A**