CIRCULAR DATED 29 JULY 2014

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately. If you have sold all your units in CitySpring Infrastructure Trust, please forward this Circular and the enclosed Notice of Extraordinary General Meeting and Proxy Form to the purchaser or to the stockbroker or other agent through whom you have effected the sale for onward delivery to the purchaser.

The Singapore Exchange Securities Trading Limited takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Circular.



CITYSPRING INFRASTRUCTURE TRUST

(a business trust constituted in Singapore and registered with the Monetary Authority of Singapore)
(Registration No: 2007001)

CIRCULAR TO UNITHOLDERS

In relation to a Proposed Transaction between DataCentre One Pte. Ltd., a 51%-owned subsidiary of CitySpring Infrastructure Trust, and 1-Net Singapore Pte. Ltd. Relating to the Development and Lease of a Data Centre Pursuant to (i) a Development Agreement and (ii) a Lease Agreement

CITYSPRING INFRASTRUCTURE MANAGEMENT PTE. LTD.

as Trustee-Manager of CitySpring Infrastructure Trust
(incorporated in Singapore (Registration No: 200614377M))

Independent Financial Adviser to the Independent Directors of the Trustee-Manager



KPMG Corporate Finance Pte Ltd

(incorporated in Singapore (Registration No: 198500417D))

IMPORTANT DATES AND TIMES:

Last date and time for lodgment of Proxy Form	:	Wednesday, 20 August 2014 at 10.00 a.m.
Date and time of EGM	:	Friday, 22 August 2014 at 10.00 a.m.
Place of EGM	:	NTUC Business Centre's Auditorium One Marina Boulevard Level 7 Singapore 018989

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NOTICE TO UNITHOLDERS

Forward-looking Statements. This Circular may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of known and unknown risks, uncertainties and assumptions. Examples of these include, without limitation, changes in the Singapore information technology and telecommunication systems industry and changes in the Singapore economy generally.

These forward-looking statements are based on the Trustee-Manager's current view of future events and should be considered in totality with the other information provided in this Circular. No reliance should be placed on these forward-looking statements and Unitholders should make their own assessment on the future performance and outcomes of the matters set out herein.

Disclaimers. Nothing in this Circular constitutes, or shall be construed, as business, commercial, financial, legal or tax advice. Unitholders should consult their own professional advisers as to the business, financial, legal, tax and related aspects of an investment in the Units. Unitholders should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately if they are in any doubt as to the action they should take.

DEFINITIONS

In this Circular, the following definitions apply throughout unless otherwise stated (for convenience, capitalised terms are also defined where they first appear – however, the meanings given in this "**Definitions**" section shall prevail in the event of any inconsistency):

"**1-Net**"	:	1-Net Singapore Pte. Ltd.
"**Additional Core M&E**"	:	Additional core mechanical and electrical equipment to support the expansion of 1-Net's business or operations at the Data Centre
"**Bartley**"	:	Bartley Investments Pte. Ltd.
"**BCA**"	:	Building and Construction Authority
"**BPL**"	:	Basslink Pty Ltd
"**BSA**"	:	The Basslink Services Agreement entered into between BPL and HT
"**CityDC**"	:	CityDC Pte. Ltd.
"**CitySpring**"	:	CitySpring Infrastructure Trust
"**Completion of Construction**"	:	The completion of the Development Works and the Data Centre being ready for use and operation by 1-Net
"**Core M&E**"	:	All mechanical and electrical equipment installed on or to be installed by JVC on, at or in the Shell and/or the Data Centre as listed in the relevant schedules to the Development Agreement and Lease Agreement
"**CSIM**"	:	CitySpring Infrastructure Management Pte. Ltd., in its personal capacity
"**Data Centre**"	:	The Property together with the Shell, the Shell M&E and the Core M&E
"**Day 1 System**"	:	Certain equipment and systems which are to be integrated with the Shell, the Shell M&E and the Core M&E for the purposes of operating the Data Centre
"**Design Brief**"	:	The design brief dated 30 May 2014 in respect of the design, construction and/or installation of the Shell, the Shell M&E and the Core M&E, which has been agreed, accepted and approved by 1-Net

"**Detailed Plans and Specifications**"	:	The detailed plans and specifications dated 6 June 2014 in respect of the design, construction and/or installation of the Shell, the Shell M&E and the Core M&E, which has been agreed, accepted and approved by 1-Net, and incorporated as a schedule to the Development Agreement
"**Development Agreement**"	:	The agreement dated 30 June 2014 between JVC and 1-Net, pursuant to which (a) JVC will procure the design, construction, and/or installation of the Shell, the Shell M&E and the Core M&E in accordance with the Design Brief and the Detailed Plans and Specifications, and (b) JVC agrees to lease the Data Centre to 1-Net on the terms and conditions contained in the Lease Agreement upon Completion of Construction for use as a data centre
"**Development Works**"	:	The works carried out or to be carried out at the Property
"**Directors**"	:	The directors of the Trustee-Manager
"**DSCO**"	:	DSCO Group Pte. Ltd.
"**EGM**"	:	The extraordinary general meeting of Unitholders to be held on 22 August 2014, notice of which is set out on page 32 of this Circular, and any adjournment thereof
"**Fees**"	:	The fees payable by 1-Net to JVC in relation to the Lease Agreement
"**HDB**"	:	Housing and Development Board
"**Head Lease Term**"	:	Collectively, the leasehold interest to be acquired by JVC from (i) the Third Party, of approximately 20 years in the Property and (ii) HDB, of a further lease term of approximately 10 years in the Property
"**HT**"	:	Hydro Tasmania.
"**IFA**"	:	KPMG Corporate Finance Pte Ltd
"**IFA Advice**"	:	The advice from the IFA to the Independent Directors
"**Independent Directors**"	:	The Directors who are considered independent of the Transaction
"**Interested Persons**"	:	Temasek and its associates (as defined in the Listing Manual)

"**IPT**"	:	Interested person transaction under Chapter 9 of the Listing Manual
"**JVA**"	:	The joint venture agreement dated 5 June 2014 entered into between CityDC and WDC which sets out the respective rights and obligations of the Shareholders
"**JVC**"	:	DataCentre One Pte. Ltd., the joint venture company owned by CityDC, a wholly-owned subsidiary of CitySpring, and WDC, a wholly-owned subsidiary of Shimizu, in the proportion of 51% and 49% respectively
"**Latest Practicable Date**"	:	22 July 2014, the latest practicable date prior to the printing of this Circular
"**Lease Agreement**"	:	The lease agreement pursuant to which JVC will lease the Data Centre to 1-Net on the terms and conditions contained in the lease agreement, to be effective upon, *inter alia,* Completion of Construction
"**Lease Term**"	:	The term of the Lease Agreement, being a period of 20 years
"**Listing Manual**"	:	The listing manual of SGX-ST
"**MediaCorp**"	:	MediaCorp Pte. Ltd.
"**Napier**"	:	Napier Investments Pte. Ltd.
"**Nassim**"	:	Nassim Investments Pte. Ltd.
"**NTA**"	:	Net tangible assets
"**Property**"	:	The property with an estimated area of 8,538 square metres which is to be subdivided from a HDB property known as 2 Marsiling Lane, Singapore 739144 being Government Survey Lot 867X of Mukim 13
"**Proxy Form**"	:	The proxy form issued to Unitholders and attached to this Circular
"**Renewal Term**"	:	The renewal term for the Lease Agreement, being the period commencing on and from the day immediately after the expiry of the Lease Term and expiring on the day falling nine months before the expiry of the Head Lease Term

"**Security Deposit**"	:	The security deposit provided by 1-Net to JVC for the Fees in accordance with the Lease Agreement
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shareholders**"	:	The shareholders of JVC
"**Shell**"	:	The five-storey data centre building together with all sanitary and water apparatus, lightings, electrical and electronic appliances, electrical wiring, air-conditioning, plumbing, building fixtures and fittings (excluding the Shell M&E and the Core M&E) to be erected on the Property
"**Shell M&E**"	:	All plant, mechanical and electrical equipment installed or to be installed by JVC on, at or in the Shell and/or the Data Centre as listed in the relevant schedules to the Development Agreement and Lease Agreement
"**Shimizu**"	:	Shimizu Corporation
"**Singapore Dollar**" or "**S$**"	:	The lawful currency for the time being of Singapore
"**Temasek**"	:	Temasek Holdings (Private) Limited
"**Tembusu**"	:	Tembusu Capital Pte. Ltd.
"**Third Party**"	:	The party unrelated to JVC, the Trustee-Manager or Shimizu from whom JVC intends to acquire a leasehold interest of approximately 20 years in the Property
"**Transaction**"	:	The proposed transaction between JVC, a 51%-owned subsidiary of CitySpring, and 1-Net relating to the development and lease of the Data Centre pursuant to (i) the Development Agreement and (ii) the Lease Agreement
"**Trustee-Manager**"	:	CitySpring Infrastructure Management Pte. Ltd., in its capacity as trustee-manager of CitySpring
"**Unitholders**"	:	The holders of the Units
"**Units**"	:	The units in CitySpring
"**WDC**"	:	WDC Development Pte. Ltd.

Trustee-Manager, CitySpring and CSIM. All references to (1) the "**Trustee-Manager**" are to it acting in its capacity as trustee-manager of CitySpring, (2) "**CitySpring**" are to it acting through the Trustee-Manager, and (3) "**CSIM**" are to it acting in its personal capacity.

Depositors, etc. The expressions "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them, respectively, in the Companies Act, Chapter 50 of Singapore.

Genders, etc. Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations, firms and other entities.

Headings. The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Time. Any reference to a time of day in this Circular shall be a reference to Singapore time, unless otherwise specified.

Rounding. Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof are due to rounding.

Statutes. Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under any statute or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to that word under that statute or that statutory modification, as the case may be.

CITYSPRING INFRASTRUCTURE TRUST
(a business trust constituted in Singapore and registered with the Monetary Authority of Singapore)
(Registration No: 2007001)

29 July 2014

Directors of Trustee-Manager
Daniel Cuthbert Ee Hock Huat (Chairman and Independent Director)
Yeo Wico (Independent Director)
Mark Andrew Yeo Kah Chong (Independent Director)
Haresh Jaisinghani (Independent Director)
Ong Beng Teck (Non-Executive Director)

Registered Office
111 Somerset Road #10-01
TripleOne Somerset
Singapore 238164

To: Unitholders of CitySpring Infrastructure Trust

Dear Sir/Madam

Proposed Transaction between DataCentre One Pte. Ltd., a 51%-owned subsidiary of CitySpring Infrastructure Trust, and 1-Net Singapore Pte. Ltd. Relating to the Development and Lease of a Data Centre Pursuant to (i) a Development Agreement and (ii) a Lease Agreement

1. INTRODUCTION

1.1 On 30 June 2014 and 3 July 2014, CitySpring Infrastructure Management Pte. Ltd., in its capacity as trustee-manager ("**Trustee-Manager**") of CitySpring Infrastructure Trust ("**CitySpring**"), announced the following:

(1) DataCentre One Pte. Ltd. ("**JVC**"), a 51%-owned subsidiary of CitySpring, had, on 30 June 2014, entered into an agreement ("**Development Agreement**") with 1-Net Singapore Pte. Ltd. ("**1-Net**") pursuant to which:

a. JVC will:

i. procure the design and construction of a five-storey data centre building together with all sanitary and water apparatus, lightings, electrical and electronic appliances, electrical wiring, air-conditioning, plumbing, building fixtures and fittings (excluding the Shell M&E and the Core M&E, as defined below) to be erected on the Property (as defined below) ("**Shell**") in accordance with the design brief dated 30 May 2014 and detailed plans and specifications dated 6 June 2014 in respect of the design, construction, and/or installation of the Shell, the Shell M&E (as defined below) and the Core M&E (as defined below), each of which has been agreed, accepted and approved by 1-Net (respectively, "**Design Brief**" and "**Detailed Plans and Specifications**"); and

ii. procure the design and installation of all plant, mechanical and electrical equipment installed or to be installed by JVC on, at or in the Shell and/or the Data Centre (as defined below) as listed in the relevant schedules to the Development Agreement and Lease Agreement ("**Shell M&E**") and all mechanical and electrical equipment installed on or to be installed by JVC on, at or in the Shell and/or the Data Centre as listed in the relevant schedules to the Development Agreement and Lease Agreement ("**Core M&E**") in accordance with the Design Brief and the Detailed Plans and Specifications; and

b. JVC agrees to lease the Property together with the Shell, the Shell M&E and the Core M&E ("**Data Centre**") to 1-Net on the terms and conditions contained in the Lease Agreement (as defined below) upon completion of the Development Works (as defined below) and the Data Centre being ready for use and operation by 1-Net ("**Completion of Construction**") for use as a data centre; and

(2) JVC and 1-Net had, on 30 June 2014, signed a lease agreement ("**Lease Agreement**"), pursuant to which JVC will lease the Data Centre to 1-Net on the terms and conditions contained in the Lease Agreement, to be effective upon, *inter alia,* Completion of Construction,

(collectively, the "**Transaction**").

Each of the Development Agreement and the Lease Agreement is conditional upon, *inter alia*, the approval of the unitholders of CitySpring ("**Unitholders**"), as noted further in *Section 1.2 (Interested Person Transaction)* and *Section 4.2 (Unitholders' Approval)* below.

1.2 **Interested Person Transaction**. The Transaction constitutes an "interested person transaction" ("**IPT**") under Chapter 9 of the Listing Manual ("**Listing Manual**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**"). As at 22 July 2014, the latest practicable date prior to the printing of this Circular ("**Latest Practicable Date**"), Temasek Holdings (Private) Limited ("**Temasek**") holds, through its wholly-owned subsidiaries, 100% of the shares in CitySpring Infrastructure Management Pte. Ltd., in its personal capacity ("**CSIM**") and 37.4% of all the units in CitySpring ("**Units**") in issue, as shown in *Section 4.4 (Voting Exclusion)* below. 1-Net is an indirect wholly-owned subsidiary of Temasek. Accordingly, for the purposes of Chapter 9 of the Listing Manual:

(1) JVC, a 51%-owned subsidiary of CitySpring, is an "entity at risk";

(2) Temasek is a controlling shareholder of CSIM and a controlling Unitholder, and is accordingly an "interested person";

(3) 1-Net, an indirect wholly-owned subsidiary and associate of Temasek, is also an "interested person";

(4) the Transaction is between JVC, an entity at risk, and 1-Net, an interested person; and

(5) the Transaction constitutes an IPT.

The Transaction is, due to its materiality, required to be approved by Unitholders pursuant to Chapter 9 of the Listing Manual, with Temasek and its associates (as defined in the Listing Manual) ("**Interested Persons**") abstaining. Further details are set out in *Section 4 (Transaction as an IPT)* below.

1.3 **IFA Advice**. The directors of the Trustee-Manager ("**Directors**") who are considered independent of the Transaction ("**Independent Directors**") have appointed KPMG Corporate Finance Pte Ltd ("**IFA**") as an independent financial adviser to advise them on whether the terms of the Transaction:

(1) are on normal commercial terms; and

(2) are prejudicial to the interests of CitySpring and minority Unitholders.

The advice from the IFA to the Independent Directors ("**IFA Advice**") is set out in *Appendix 1 (Letter from IFA to Independent Directors)* to this Circular and summarised in *Section 5 (Summary of IFA Advice)* below.

1.4 **Independent Directors' Recommendation**. The recommendation from the Independent Directors is set out in *Section 6 (Independent Directors' Recommendation)* below.

1.5 **Circular**. Accordingly, in this Circular, CitySpring:

(1) is providing further information to Unitholders on the Transaction, including the IFA Advice; and

(2) is seeking the approval of Unitholders for the Transaction at an extraordinary general meeting of Unitholders to be held on 22 August 2014 ("**EGM**"), notice of which is set out on page 32 of this Circular.

2. TRANSACTION

2.1 **JVC**. JVC was formed as a joint venture company on 5 June 2014 by CityDC Pte. Ltd. ("**CityDC**"), a wholly-owned subsidiary of CitySpring, and WDC Development Pte. Ltd. ("**WDC**"), a wholly-owned subsidiary of Shimizu Corporation ("**Shimizu**"). It is owned by CityDC and WDC in the proportion of 51% and 49% respectively. Accordingly, JVC is a 51%-owned subsidiary of CityDC and CitySpring.

Shimizu is a global engineering, procurement and construction contractor, with a market capitalisation of S$7.3 billion[1] as at the Latest Practicable Date and consolidated revenues of S$18.8 billion[2] for the year ended 31 March 2014. In Singapore, it holds a General Builder Class 1 license licensed by the Building and Construction Authority ("**BCA**")[3] and is therefore permitted to undertake projects of any value. In addition, it is also a BCA-licensed Specialist Builder for Pre-cast Concrete Work, Piling Works and Site Investigation Work and a BCA-graded Class A1 contractor in the General Building and Civil Engineering Categories[4]. In terms of quality and safety certifications, Shimizu has attained the following: ISO 9000 (Quality Management System) for Design Management, Building and Civil Engineering Construction

1 Source: Bloomberg L.P.

2 Translated at the rate of 79.61 JPY: 1 SGD. Source: Shimizu Annual Report 2014.

3 Source: BCA website at http://www.bcadirectory.sg.

4 Source: BCA website at http://www.bcadirectory.sg.

Services, ISO 14000 (Environmental Management System) for Building and Civil Engineering Construction Services[5] and BizSAFE-level Star by the Workplace Safety and Health Council[6]. Shimizu has constructed and developed 20 data centres in Japan[7].

CityDC and WDC have entered into a joint venture agreement dated 5 June 2014 ("**JVA**"), which sets out the respective rights and obligations of the shareholders of JVC ("**Shareholders**"). The JVA contains customary provisions, including provisions in relation to the shares of JVC, the rights of Shareholders at meetings of Shareholders, procedures for board of director meetings and certain reserved matters requiring approval from both Shareholders or directors nominated by both Shareholders (as the case may be). Generally, the risks and rewards of each Shareholder under the JVA are in proportion to the equity of each Shareholder.

2.2 **1-Net**. 1-Net is an infocomm technology solutions provider in Singapore with revenues of S$32.3 million[8] for the year ended 31 March 2013. In the financial year ended 31 March 2013, 1-Net's asset-liability ratio was 5.3:1, with its assets high in liquidity. In addition, its profits after taxes was S$7.3 million[9].

As one of the pioneers in broadband development in Singapore, 1-Net currently manages telco-class carrier-neutral Internet data centres, along with providing domestic and international connectivity, managed services and media delivery services etc.[10]

1-Net is a MediaCorp Pte. Ltd. ("**MediaCorp**") enterprise. MediaCorp is Singapore's leading media company with the most complete range of platforms, spanning television, radio, newspapers, magazines, movies, digital and out-of-home media. MediaCorp has over 50 products and brands in four languages (English, Mandarin, Malay and Tamil), including online classifieds, Internet TV-on-demand and High Definition TV broadcast[11]. MediaCorp is the winner of numerous international awards and accolades, including Asian Television Awards' Terrestrial Broadcaster of the Year[12].

2.3 **The Transaction**.

2.3.1 **Transaction background and structure**. JVC has, on 30 June 2014, entered into the Development Agreement with 1-Net, pursuant to which (i) JVC will procure the design, construction and/or installation of the Shell, the Shell M&E and the Core M&E in accordance with the Design Brief and the Detailed Plans and Specifications, and (ii) JVC agrees to lease the Data Centre to 1-Net on the terms and conditions contained in the Lease Agreement upon Completion of Construction for use as a data centre.

The Lease Agreement, to be effective upon, *inter alia,* Completion of Construction, is for a period of 20 years ("**Lease Term**"). The Lease Agreement may be renewed at 1-Net's option for a further term commencing on and from the day immediately after the expiry of the Lease Term

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5 Source: BCA website at http://www.bca.gov.sg/Professionals/IQUAS/iso_company.html.

6 Source: Workplace Safety and Health Council website at http://www.wshc.sg/wps/portal.

7 Source: Shimizu: Shimizu's Next-Generation Data Center, available at Shimizu website at http://www.shimz.co.jp.

8 Source: 1-Net Annual Report 2013.

9 Source: 1-Net Annual Report 2013.

10 Source: 1-Net website at http://1-net.com.sg/about-us/

11 Source: MediaCorp website at http://www.mediacorp.sg/corporate-en/corporate

12 Source: Asian Television Awards website at http://ata.onscreenasia.com

and expiring on the day falling nine months before the expiry of the Head Lease Term (as defined below) ("**Renewal Term**"). After taking into account the construction period for the Data Centre and expiry of the Renewal Term falling nine months before the expiry of the Head Lease Term, such Renewal Term is expected to be approximately eight years.

The terms of both the Development Agreement and the Lease Agreement were negotiated on an arm's length basis with full participation of the Trustee-Manager, Shimizu and 1-Net. Shimizu is unrelated to the Trustee-Manager and 1-Net and, as the parent company of WDC, participated fully in the negotiations of the terms of the Development Agreement and the Lease Agreement.

For the purposes of the Transaction, JVC intends to acquire, from (i) a party unrelated to JVC, the Trustee-Manager or Shimizu ("**Third Party**"), a leasehold interest of approximately 20 years in a property with an estimated area of 8,538 square metres which is to be subdivided from a Housing and Development Board ("**HDB**") property known as 2 Marsiling Lane, Singapore 739144 being Government Survey Lot 867X of Mukim 13 ("**Property**"), and (ii) HDB, a further lease term of approximately 10 years in the Property (collectively, such leasehold interest being the "**Head Lease Term**"). For the purposes of the acquisition of the Property, JVC has entered into a non-binding memorandum of understanding with the Third Party in respect of such acquisition, which is conditional upon, *inter alia*, written approval from HDB being obtained for the acquisition and use of the Property in accordance with the specifications stipulated in the Development Agreement and the Lease Agreement.

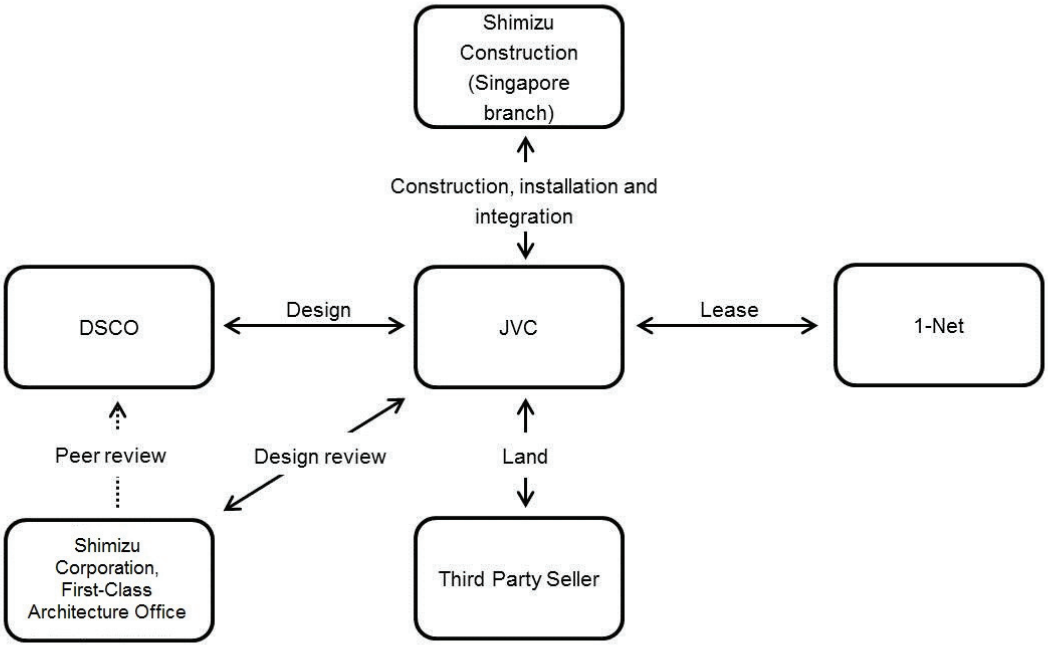
DSCO Group Pte. Ltd. ("**DSCO**"), a design company unrelated to JVC, the Trustee-Manager or Shimizu, will design the Shell, the Shell M&E and the Core M&E as well as certain equipment and systems which are to be integrated with the Shell, the Shell M&E and the Core M&E for the purposes of operating the Data Centre ("**Day 1 System**"). DSCO's experience in design work ranges from banking and financial institutions, data centres, media, telecommunications, hotels, industrial and commercial sectors.[13]

The design arm of Shimizu, Shimizu Corporation, First-Class Architecture Office, will conduct a peer review to check and review the design drawings and specifications to be developed by DSCO.

Shimizu Corporation (Singapore branch) will undertake construction and installation of the Shell, the Shell M&E and the Core M&E and the integration of the Day 1 System with the Shell, the Shell M&E and the Core M&E.

[13] Source: DSCO Group Pte Ltd website at http://www.dscogroup.com/en.

The diagram below sets out the structure of the Transaction:



A data centre is a building which houses information technology and telecommunication systems. There is requirement for very high reliability and network availability and the building typically provides back-up power sources, redundant telecommunication connections, strict building ambience controls and stringent security configuration.

For the purposes of the Transaction, the Data Centre will have four floors of data centre halls and one floor of office and ancillary space. It will have a gross floor area of approximately 214,000 square feet and the fit-out will be in phases. 1-Net may require JVC to install additional infrastructure to the Data Centre after the initial fit-out, as noted further in *Clause 2.5 (Future Core M&E Expansion)* below. The Data Centre is carrier-neutral and will fulfil Tier 3 of the standard imposed by Uptime Institute, a third-party data centre research, education and consulting organisation. Construction is expected to commence in the third quarter of 2014 and be completed by the first quarter of 2016.

The diagram below shows a projected image of the Data Centre. The diagram is for illustrative purposes only and is not a representation of the specifications of the Data Centre:



2.3.2 **Obligations**. The obligations of JVC in connection with the Transaction include (but are not limited to) the following:

(1) procuring the design, construction and/or installation of the Shell, the Shell M&E and the Core M&E in accordance with the Design Brief and the Detailed Plans and Specifications;

(2) managing the works carried out or to be carried out at the Property ("**Development Works**") and ensuring the integration and functioning of the Development Works according to the performance criteria set out in the Detailed Plans and Specifications and the Development Agreement;

(3) operating and maintaining a quality assurance and control programme and inspecting, testing and commissioning the Development Works in accordance with the relevant system specifications, the Detailed Plans and Specifications and criteria for tests and commissioning agreed between JVC and 1-Net prior to the relevant testing and commissioning; and

(4) maintenance of the Shell and the Shell M&E and making good to the satisfaction of 1-Net any damage caused to the Shell or any part thereof by JVC or by any of JVC's authorised persons.

The obligations of 1-Net in connection with the Transaction include (but are not limited to) the following:

(1) payment of the Fees (as defined below);

(2) payment of any and all utility fees, namely electricity, water, sewage, gas and telecommunications;

(3) payment of any goods and services tax or other similar taxes levied in respect of the Fees and/or the occupation and lease of the Data Centre;

(4) payment of property tax on the whole of the Data Centre;

(5) maintenance of the Core M&E, making good to the satisfaction of JVC any damage caused to the Data Centre or any part thereof by 1-Net or by any of 1-Net's authorised persons; and

(6) keeping the interior and exterior of the Shell and all fixtures, fittings, drains, sewers and other fittings and installations in the Shell in clean, good and tenantable state of repair and condition (except for fair wear and tear) provided that 1-Net shall appoint JVC to carry out this obligation under a separate agreement to be mutually agreed by 1-Net and JVC.

2.3.3 **Total consideration cost**. The total consideration cost for the Transaction is approximately S$130 million, to be funded approximately 50:50 by equity financing and long-term debt financing.

(1) **Equity financing**. CityDC and WDC will provide equity financing *pro rata* to their respective shareholdings in JVC.

(2) **Debt financing**. It is expected that debt financing will be in the form of long-term project finance loans. JVC has received competitive offers from various banks and it is intended that JVC will complete the bank selection and loan documentation by the third quarter of 2014. The Fees shall be used to pay interest expenses and principal repayment on debt, taxes, operating expenses and insurance. Any balance can thereafter be paid as dividends to CityDC and WDC *pro rata* to their respective shareholdings in JVC.

2.3.4 **Fees.** The Lease Agreement, to be effective upon, *inter alia,* Completion of Construction, is for a period of 20 years. The fees payable by 1-Net to JVC in relation to the Lease Agreement ("**Fees**") is made up of two components, being (1) the rental of the Shell and (2) fees for the provision of the Core M&E. The Fees for the Lease Term is approximately S$17 million to S$21 million yearly. 1-Net is entitled to certain discounts on the Fees during the first two years of the Lease Term, and such Fees after discount during the first two years of the Lease Term will be approximately S$11 million to S$21 million yearly.

Under the terms of the Lease Agreement, the Lease Agreement may be renewed at 1-Net's option for a further term, being the Renewal Term. The further lease will be granted on the same terms and conditions as for the initial Lease Term, as set out in the Lease Agreement, save for the amount of Fees.

1-Net and JVC may review the Fees for the Renewal Term and agree on a revised Fee for the Renewal Term. In the event 1-Net and JVC agree on a revised Fee for the Renewal Term other than as set out in the Lease Agreement, CitySpring will, to the extent required under Chapter 9 of the Listing Manual, seek Unitholders' approval for the renewal of the Lease Agreement.

However, if 1-Net and JVC are not able to come to an agreement in respect of the Fees for the Renewal Term before commencement of the Renewal Term, the Fees for the Renewal Term as set out in the Lease Agreement will apply. In this event, the Fees for the Renewal Term (as set out in the Lease Agreement) is at least approximately S$21 million yearly.

Full disclosure of the precise Fees payable would compromise 1-Net's ability to remain competitive vis-à-vis its competitors and 1-Net's ability to remain profitable vis-à-vis its customers, as 1-Net's competitors and customers would have vital information relating to the Fees paid by 1-Net for the Transaction. The precise Fees are therefore of a commercially sensitive nature. Accordingly, the Fees have been disclosed in a range.

The factors taken into consideration in arriving at the Fees include:

(1) the total investment cost in establishing JVC, the purchase of the Property, design, construction and/or installation of the Shell, the Shell M&E and the Core M&E, installation of equipment and other forms of infrastructure (such as security measures), set-up financing cost and transaction expenses;

(2) projections of future operating costs, taxes, capital expenditure, working capital, cash requirements, debt and interest payments;

(3) CitySpring's required rate of return, taking into consideration CitySpring's investment strategy, investment hurdle rate and assessment of the risk profile of the Transaction;

(4) Shimizu's required rate of return, taking into consideration Shimizu's investment strategy, investment hurdle rate and assessment of the risk profile of the Transaction;

(5) the required return of the Transaction jointly approved by CitySpring and Shimizu;

(6) comparison of the fees for other transactions of a similar nature in Singapore; and

(7) arms-length negotiations with 1-Net.

The Fees will provide long-term, regular and predictable cashflows to JVC, in line with CitySpring's investment objectives.

2.3.5 **Security Deposit**. 1-Net shall provide JVC with a security deposit in accordance with the Lease Agreement ("**Security Deposit**"). The Security Deposit will be furnished by way of a banker's guarantee issued by a commercial bank holding a full banking licence with the Monetary Authority of Singapore (which has an "A" rating by Standard & Poor's) as security against:

(1) any loss or damage resulting from any default by 1-Net under the Lease Agreement; and

(2) any claim by JVC at any time against 1-Net in relation to any matter arising out of or in connection with 1-Net's obligations under the Lease Agreement.

2.3.6 **Insurance**. JVC and 1-Net shall each be responsible for procuring appropriate and necessary insurance policies for the Data Centre and its operations.

2.3.7 **Late Payments**. If 1-Net does not pay sums owing to JVC within stipulated time periods, the terms of the Lease Agreement dictate that 1-Net must pay interest on the relevant sums from the due date until the amount is actually received by JVC.

2.3.8 **Termination**. Save in certain limited circumstances set out in the Lease Agreement (for instance, if the Data Centre is destroyed), the Lease Agreement may not be terminated by the parties thereto prior to the expiry of the Lease Term.

2.4 **Rationale**. The data centre industry, both worldwide and in Singapore, has been growing steadily over the recent years as a result of growing Internet penetration into the consumer and corporate market[14]. Over the course of 2012 – 2015, the compound annual growth rate of data centre space is forecasted to be 8.5% in Singapore and 11.7% in the Asia-Pacific region[15] with demand for data centre workload in the Asia-Pacific region expected to be sustainably healthy in the foreseeable future[16]. This demand for data centre space has been growing at a quicker pace than supply growth – in Singapore alone, data centre space was near fully-utilised at a 92% utilisation rate in 2013 and demand growth had outstripped supply growth by an average of 3% per annum between 2010 and 2013[17].

Telecommunications infrastructure is a key sector of focus for CitySpring, which has existing businesses in Basslink Telecoms Pty Ltd and CityNet Infrastructure Management Pte. Ltd. CitySpring's aim for this sector is to build up a portfolio of businesses that will generate long-term, regular and predictable cashflows, in line with CitySpring's investment objectives. CitySpring will deepen its presence in the sector through the Transaction. CitySpring also intends to develop and acquire a portfolio of data centres in Singapore and the Asia-Pacific if and when suitable opportunities arise.

1-Net is a data centre operator and its parent company is MediaCorp. 1-Net's business model is to lease and operate a data centre (but not own the data centre), while CitySpring's strategy is to invest in and own infrastructure assets, including data centres. Pursuant to the Transaction, 1-Net can focus on the operation of the Data Centre while CitySpring provides the infrastructure support for 1-Net's operations. The Fees payable by 1-Net would provide CitySpring with a long-term, regular and predictable cashflow through its 51% equity stake in the JVC.

The Transaction is CitySpring's first green-field project. CitySpring will selectively undertake green-field projects which generate risk-calibrated returns acceptable to CitySpring. Green-field projects will comprise only a relatively small portion of CitySpring's asset portfolio as it is CitySpring's focus to provide stable distributions to Unitholders by owning operational assets.

2.5 **Future Core M&E expansion**. If, at any time during the Lease Term, 1-Net requires any additional core mechanical and electrical equipment to support the expansion of its business or operations at the Data Centre ("**Additional Core M&E**"), 1-Net shall give JVC prior written notice of not less than six months of such requirements giving reasonable particulars and details of such Additional Core M&E for consideration. The construction and/or installation of any such Additional Core M&E shall be subject to the mutual agreement between JVC and 1-Net on the terms for such construction and/or installation.

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14 Source: Cisco Global Cloud Index: Forecast and Methodology, 2012 – 2017.

15 Source: Broadgroup: Data Centers South East Asia IV.

16 Source: Cisco Global Cloud Index: Forecast and Methodology, 2012 – 2017.

17 Source: 451 Research: Multi-Tenant Datacenter Supply, Europe and Asia-Pacific Top Markets 2012.

In the event notice for Additional Core M&E is provided before the 5th year of the Lease Term and is based on the same specifications provided in the Detailed Plans and Specifications, the fees payable by 1-Net to JVC for such construction and/or installation of Additional Core M&E will be at the same rate as for the Core M&E, as set out in the Lease Agreement. Please refer to *Section 2.3.4 (Fees)* for details of the Fees payable.

In the event notice for Additional Core M&E is provided on or after the 5th year of the Lease Term, the additional fees payable by 1-Net to JVC for such construction and/or installation of Additional Core M&E shall be subject to the mutual agreement between JVC and 1-Net and CitySpring will, to the extent required under Chapter 9 of the Listing Manual, seek Unitholders' approval for the construction and/or installation of such Additional Core M&E. JVC and 1-Net shall enter into an agreement supplemental to the Lease Agreement setting out the agreed terms for such construction or installation of Additional Core M&E.

3. FINANCIAL EFFECTS OF TRANSACTION

The Transaction will not have a material impact on CitySpring's net tangible assets and earnings per Unit for the current financial year.

If the Transaction is successfully completed and based on CitySpring's financial projections for the Transaction, the projected equity internal rate of return on the Transaction (whether (i) for the Lease Term only and taking into account the Fees for the Lease Term only or (ii) for the Lease Term and the Renewal Term and taking into account the Fees for both the Lease Term and the Renewal Term) is higher than CitySpring's current cost of equity. Please refer to the *Notice to Unitholders (Forward-looking Statements)*.

4. TRANSACTION AS AN IPT

4.1 **Transaction as an IPT**. As stated in *Section 1.2 (Interested Person Transaction)* above, the Transaction constitutes an IPT.

4.2 **Unitholders' Approval**. Pursuant to a ruling issued by the SGX-ST on 25 August 2009, CitySpring is permitted to calculate the materiality of its IPTs based on its market capitalisation as at the last day of the preceding financial year (instead of its latest audited consolidated net tangible assets ("**NTA**")) for so long as the NTA of CitySpring remains negative. The NTA of CitySpring for the financial year ended 31 March 2012 was positive. Pursuant to a further ruling issued by the SGX-ST on 23 May 2012, CitySpring is permitted to continue to calculate the materiality of its IPTs based on its market capitalisation as at the last day of the preceding financial year (instead of its latest audited consolidated NTA). In the event that CitySpring records sustained positive consolidated NTA for at least two consecutive financial years (including the financial year ended 31 March 2012), it will consult the SGX-ST on the appropriate measure to be used for the computation of materiality thresholds for its IPTs. The NTA for each of the financial years ended 31 March 2013 and 31 March 2014 was negative. Accordingly, CitySpring will continue to calculate the materiality of its IPTs based on its market capitalisation as at the last day of the preceding financial year (instead of its latest audited consolidated NTA).

4.3 **Fees**. The estimated aggregate amount of Fees attributable to CitySpring through CityDC, a 51% owner of JVC, for the first five years of the Lease Term exceeds 5% of the market capitalisation of CitySpring as at 31 March 2014. The market capitalisation of CitySpring as at

31 March 2014 is approximately S$713.9 million and 5% thereof is approximately S$35.7 million.

Since the estimated aggregate amount of Fees attributable to CitySpring for the first five years of the Lease Term exceeds 5% of the market capitalisation of CitySpring as at 31 March 2014, it is expected that the amount of Fees that CitySpring will receive for the entire Lease Term and (if applicable) the Renewal Term will exceed 5% of the market capitalisation of CitySpring as at 31 March 2014.

Accordingly:

(1) the Transaction is required to be approved by Unitholders (with the Interested Persons abstaining) pursuant to Rule 906(1)(a) of the Listing Manual; and

(2) the Transaction is conditional upon such approval from Unitholders.

4.4 **Voting Exclusion**. For the purposes of Chapter 9 of the Listing Manual, Temasek and its associates (as defined in the Listing Manual) are considered to be Interested Persons and will therefore abstain from voting on the resolution approving the Transaction. This voting exclusion will apply to the following associates of Temasek in respect of the following number of Units:

Name of Entity	Number of Units[18]	% of Total Units in Issue[19]
Bartley Investments Pte. Ltd. ("**Bartley**")	355,758,550	23.4%
Napier Investments Pte. Ltd. ("**Napier**")	88,582,500	5.8%
Nassim Investments Pte. Ltd. ("**Nassim**")[20]	83,927,558	5.5%
CSIM[21]	39,965,504	2.6%
Total	**568,234,112**	**37.4%**[22]

Additionally, Bartley, Napier, Nassim and CSIM will not accept proxies, powers of attorney or other authorisations to vote in respect of the resolution on the Transaction where such proxies, powers of attorney or other authorisations do not clearly direct Bartley, Napier, Nassim and/or CSIM to vote for or against the resolution.

4.5 **Disclosure of Interests**. Mr Ong Beng Teck, a director on the board of the Trustee-Manager, is not regarded as independent with regards to the IPT as he is an executive of Temasek.

In accordance with the requirements of Chapter 9 of the Listing Manual, Mr Ong Beng Teck will abstain from voting, and has undertaken to ensure that his associates will abstain from voting, on the resolution on the Transaction.

Additionally, Mr Ong Beng Teck will not accept proxies, powers of attorney or other authorisations to vote in respect of the resolution on the Transaction where such proxies,

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18 As at the Latest Practicable Date.

19 Percentage of total Units in issue is based on 1,518,893,062 Units in issue as at the Latest Practicable Date.

20 Bartley, Napier and Nassim are wholly-owned subsidiaries of Tembusu Capital Pte. Ltd. ("**Tembusu**"), a wholly-owned subsidiary of Temasek.

21 CSIM is a wholly-owned subsidiary of Nassim.

22 Any discrepancy in the figure is due to rounding.

powers of attorney or other authorisations do not clearly direct Mr Ong Beng Teck to vote for or against the resolution.

5. SUMMARY OF IFA ADVICE

Set forth below is an extract of the IFA Advice from *Appendix 1 (Letter from IFA to Independent Directors)*:

"After carefully considering the information available to us as at the Latest Practicable Date, and based upon the monetary, industry, market, economic and other relevant conditions subsisting as at the Latest Practicable Date and based on our considerations above, we are of the opinion that the Transaction ((i) regardless of whether the Lease Agreement is renewed or the Additional Core M&E is required and, (ii) if the Lease Agreement is renewed and/or Additional Core M&E is required, extending to the inclusion of the agreed mechanisms covering the Fees for the Renewal Term and Additional Core M&E rates):

(a) is on normal commercial terms; and

(b) is not prejudicial to the interests of CitySpring and its minority Unitholders."

Please read and consider the IFA Advice in its entirety as set out in *Appendix 1 (Letter from IFA to Independent Directors)* to this Circular.

The Audit Committee of CitySpring currently comprising Messrs Mark Andrew Yeo Kah Chong (chairman), Haresh Jaisinghani and Yeo Wico, each of whom is an Independent Director, shares the same view as the IFA, namely that the terms of the Transaction:

(1) are on normal commercial terms; and

(2) are not prejudicial to the interests of CitySpring and minority Unitholders.

6. INDEPENDENT DIRECTORS' RECOMMENDATION

6.1 **Independent Directors**. The Directors who are regarded as independent with regards to the Transaction are Messrs Daniel Cuthbert Ee Hock Huat, Yeo Wico, Mark Andrew Yeo Kah Chong and Haresh Jaisinghani.

6.2 **Recommendation.** Having considered the terms of the Transaction, the IFA Advice and all other relevant circumstances, the Independent Directors recommend that Unitholders **VOTE IN FAVOUR** of the ordinary resolution proposed to approve the Transaction.

7. EGM

7.1 **Date and Time**. The EGM will be held at NTUC Business Centre's Auditorium, One Marina Boulevard, Level 7, Singapore 018989 on Friday, 22 August 2014 at 10.00 a.m. for the purposes of considering and, if thought fit, passing, with or without amendment, the ordinary resolution proposed to approve the Transaction as set out in the notice of the EGM. Notice of the EGM is set out on page 32 of this Circular.

7.2 **Consequences of Non-Approval**. The non-approval of the Transaction would result in the conditions precedent of the Development Agreement and the Lease Agreement between JVC and 1-Net not being fulfilled, which would result in the non-completion of the Development

Agreement and the Lease Agreement. The non-approval of the Transaction would also result in the termination of the JVA.

8. ACTION TO BE TAKEN BY UNITHOLDERS

If you are a Unitholder, and wish but are unable to attend the EGM, you may appoint a proxy to attend and vote on your behalf. To appoint a proxy, please complete, sign and return the proxy form issued to Unitholders ("**Proxy Form**") in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the place specified in the Proxy Form not less than 48 hours before the time for holding the EGM, namely, by Wednesday, 20 August 2014 at 10.00 a.m. Completing and returning a Proxy Form will not prevent you from attending and voting in person at the EGM if you subsequently wish to do so.

9. RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Transaction, CitySpring and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Circular in its proper form and context.

10. ADDITIONAL INFORMATION

Please refer to *Appendix 2 (Additional Information)* to this Circular for certain additional information relevant to the matters and proposals set out in this Circular.

Yours faithfully,
for and on behalf of
the Board of Directors of
CITYSPRING INFRASTRUCTURE MANAGEMENT PTE. LTD.
as Trustee-Manager of
CITYSPRING INFRASTRUCTURE TRUST

Daniel Cuthbert Ee Hock Huat
Chairman and Independent Director

APPENDIX 1
LETTER FROM IFA TO INDEPENDENT DIRECTORS

The Independent Directors
CitySpring Infrastructure Management Pte. Ltd.
(as Trustee-Manager of CitySpring Infrastructure Trust)
111 Somerset Road #10-01
TripleOne Somerset
Singapore 238164

29 July 2014

Dear Sirs

INDEPENDENT FINANCIAL ADVICE

*For the purposes of this letter, capitalised terms not otherwise defined herein shall have the same meaning as given to them in the circular dated 29 July 2014 to the Unitholders of CitySpring Infrastructure Trust (the "**Circular**").*

1. INTRODUCTION

On 30 June 2014 and 3 July 2014, CitySpring Infrastructure Management Pte. Ltd., in its capacity as trustee-manager ("**Trustee-Manager**") of CitySpring Infrastructure Trust ("**CitySpring**"), announced the following:

(1) DataCentre One Pte. Ltd. ("**JVC**"), a 51%-owned subsidiary of CitySpring, had, on 30 June 2014, entered into an agreement ("**Development Agreement**") with 1-Net Singapore Pte. Ltd. ("**1-Net**") pursuant to which:

a) JVC will:

i. procure the design and construction of a five-storey data centre building together with all sanitary and water apparatus, lightings, electrical and electronic appliances, electrical wiring, air-conditioning, plumbing, building fixtures and fittings (excluding the Shell M&E and the Core M&E, as defined below) to be erected on the Property (as defined below) ("**Shell**") in accordance with the design brief dated 30 May 2014 and detailed plans and specifications dated 6 June 2014 in respect of the design, construction, and/or installation of the Shell, the Shell M&E (as defined below) and the Core M&E (as defined below), each of which has been agreed, accepted and approved by 1-Net (respectively, "**Design Brief**" and "**Detailed Plans and Specifications**"); and

ii. procure the design and installation of all plant, mechanical and electrical equipment installed or to be installed by JVC on, at or in the Shell and/or the Data Centre (as defined below) as listed in the relevant schedules to the Development Agreement and Lease Agreement ("**Shell M&E**") and all mechanical and electrical equipment installed on or to be installed by JVC on, at or in the Shell and/or the Data Centre as listed in the relevant schedules to the Development Agreement and Lease Agreement ("**Core M&E**") in accordance with the Design Brief and the Detailed Plans and Specifications; and

b) JVC agrees to lease the Property together with the Shell, the Shell M&E and the Core M&E ("**Data Centre**") to 1-Net on the terms and conditions contained in the Lease Agreement (as

defined below) upon completion of the Development Works and the Data Centre being ready for use and operation by 1-Net ("**Completion of Construction**") for use as a data centre; and

(2) JVC and 1-Net had, on 30 June 2014, signed a lease agreement ("**Lease Agreement**"), pursuant to which JVC will lease the Data Centre to 1-Net on the terms and conditions contained in the Lease Agreement, to be effective upon, *inter alia,* Completion of Construction,

(collectively, the "**Transaction**").

As at the Latest Practicable Date, Temasek Holdings (Private) Limited ("**Temasek**") holds, through its wholly-owned subsidiaries, 100% of the shares in CSIM and 37.4% of all issued Units in CitySpring. 1-Net is an indirect wholly-owned subsidiary of Temasek.

In accordance with the above, the Transaction constitutes an interested person transaction under Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**Listing Manual**").

KPMG Corporate Finance Pte Ltd ("**KPMG Corporate Finance**") has been appointed as the independent financial adviser ("**IFA**") to advise the directors of the Trustee-Manager who are considered independent of the Transaction (the "**Independent Directors**") on whether the Transaction is: (a) on normal commercial terms; and (b) prejudicial to the interests of CitySpring and its minority Unitholders.

2. TERMS OF REFERENCE

KPMG Corporate Finance was appointed by the Independent Directors to advise them on whether the Transaction is: (a) on normal commercial terms; and (b) prejudicial to the interests of CitySpring and its minority Unitholders. We were neither a party to the negotiations in relation to the Transaction, nor were we involved in the deliberations leading up to the decision by the Board of Directors of the Trustee-Manager (the "**Board**") to enter into the Transaction and its subsequent actions relating thereof. We do not, by this letter, warrant the merits of the Transaction other than to form an opinion to the Independent Directors.

It is not within our terms of reference to evaluate or comment on the legal, strategic, and/or commercial merits and risks of the Transaction, or on the future growth prospects or earnings potential of CitySpring should the Transaction proceed or not proceed. We are not addressing the relative merits of the Transaction vis-a-vis any alternative transaction previously considered by the Trustee-Manager or transactions that the Trustee-Manager may consider in the future, and as such, we do not express a view thereon. Such evaluations or comments are and remain the sole responsibility of the Board and the management of the Trustee-Manager ("**Management**") although we may draw upon their views or make such comments in respect thereof (to the extent deemed necessary or appropriate by us) in arriving at our opinion.

We have not conducted a comprehensive independent review of the business, operations or financial condition of CitySpring. Further, the scope of our appointment does not require us to express an opinion on the future growth prospects of CitySpring following the execution of the Transaction, should it ultimately occur. We are therefore not expressing any opinion herein as to the prices at which the Units may trade upon execution of the Transaction should that occur, or the future performance of CitySpring.

In formulating our opinion, we have held discussions with the Board and the Management and relied to a considerable extent on the information set out in the Circular, other public information collated by us

and the information, opinions and facts provided to us by the Trustee-Manager, and its other professional advisers. Whilst care has been exercised in reviewing the information we have relied upon, we have not independently verified the information. We have made such reasonable enquiries and judgment as we deemed necessary on the reasonable use of such information and have found no reason to doubt the accuracy or reliability of such information.

We have also relied on the responsibility statement of the directors of the Trustee-Manager (the "**Directors**") that the Circular and all documents relating to the Circular have been seen and approved by them and they collectively and individually accept responsibility for the information given, and confirm that, having made all reasonable enquiries, to the best of their knowledge and belief, the facts stated and opinions expressed in the Circular are fair and accurate and that there is no other material fact the omission of which would make any statement in the Circular misleading.

We have not made any independent evaluation or appraisal of the assets and liabilities (including, without limitation, real property) of CitySpring, nor for that matter have we made an independent evaluation or appraisal of JVC and the Data Centre.

This letter is addressed to the Independent Directors for their benefit in connection with and for the purposes of their consideration of the Transaction, and the recommendations made by them shall remain the responsibility of the Independent Directors.

In rendering our advice and giving our opinion, we did not have regard to the specific investment objectives, financial situation or unique needs and constraints of any Unitholder or any specific group of Unitholders. We recommend that any individual Unitholder or group of Unitholders who may require specific advice in relation to their investment portfolio(s) consult their stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers.

This letter is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Our opinion is based upon market, economic, industry, monetary, and other conditions in effect on, and the information made available to us as at 22 July 2014, being the Latest Practicable Date. Such conditions can change significantly over a relatively short period of time. We assume no responsibility to update, revise or reaffirm our opinion in the light of any subsequent development after the date of this letter even if it might affect our opinion contained herein.

Our opinion in relation to the Transaction should be considered in the context of the entirety of our letter and the Circular.

3. RELEVANT BACKGROUND INFORMATION

The following information was extracted from Section 2 of the Circular:

About JVC and 1-Net

JVC was formed as a joint venture company on 5 June 2014 by CityDC Pte. Ltd. ("**CityDC**"), a wholly-owned subsidiary of CitySpring, and WDC Development Pte. Ltd. ("**WDC**"), a wholly-owned subsidiary of Shimizu Corporation ("**Shimizu**"). JVC is owned by CityDC and WDC in the proportion of 51% and 49% respectively. Accordingly, JVC is a 51%-owned subsidiary of CityDC and CitySpring.

1-Net is an infocomm technology solutions provider in Singapore with revenues of S$32.3 million for the year ended 31 March 2013. In the financial year ended 31 March 2013, 1-Net's asset-liability ratio was 5.3:1, with its assets high in liquidity. In addition, its profits after taxes was S$7.3 million.

As one of the pioneers in broadband development in Singapore, 1-Net currently manages telco-class carrier-neutral Internet data centres, along with providing domestic and international connectivity, managed services and media delivery services etc.

About the Transaction

JVC has, on 30 June 2014, entered into the Development Agreement with 1-Net, pursuant to which:

(i) JVC will procure the design, construction and/or installation of the Shell, the Shell M&E and the Core M&E in accordance with the Design Brief and the Detailed Plans and Specifications; and

(ii) JVC agrees to lease the Data Centre to 1-Net on the terms and conditions contained in the Lease Agreement upon Completion of Construction for use as a data centre.

The Lease Agreement, to be effective upon, *inter alia,* Completion of Construction, is for a period of 20 years ("**Lease Term**"). The Lease Agreement may be renewed at 1-Net's option for a further term commencing on and from the day immediately after the expiry of the Lease Term and expiring on the day falling nine months before the expiry of the Head Lease Term (as defined below) ("**Renewal Term**"). After taking into account the construction period for the Data Centre and expiry of the Renewal Term falling nine months before the expiry of the Head Lease Term, such Renewal Term is expected to be approximately eight years.

The terms of both the Development Agreement and the Lease Agreement were negotiated on an arm's length basis with full participation of the Trustee-Manager, Shimizu and 1-Net. Shimizu is unrelated to the Trustee-Manager and 1-Net and, as the parent company of WDC, participated fully in the negotiations of the terms of the Development Agreement and the Lease Agreement.

For the purposes of the Transaction:

a) JVC intends to acquire, from (i) a party unrelated to JVC, the Trustee-Manager or Shimizu (**"Third Party")**, a leasehold interest of approximately 20 years in a property with an estimated area of 8,538 square metres located at 2 Marsiling Lane, Singapore 739144 ("**Property**"), and (ii) Housing and Development Board ("**HDB**"), a further lease term of approximately ten years in the Property (collectively, such leasehold interest being the "**Head Lease Term**"); and

b) The Data Centre will have four floors of data centre halls and one floor of office and ancillary space. It will have a gross floor area of approximately 214,000 square feet and the fit-out will be in phases. 1-Net may require JVC to install additional infrastructure to the Data Centre after the initial fit-out, as noted further in Clause 2.5 of the Circular – *Future Core M&E Expansion*. The Data Centre is carrier-neutral and will fulfil Tier 3 of the standard imposed by Uptime Institute, a third-party data centre research, education and consulting organisation. Construction is expected to commence in the third quarter of 2014 and be completed by first quarter of 2016.

The total consideration cost for the Transaction is approximately S$130 million, to be funded approximately 50:50 by equity financing and long-term debt financing.

The Lease Agreement, to be effective upon, *inter alia,* Completion of Construction, is for a period of 20 years. The fees payable by 1-Net to JVC in relation to the Lease Agreement ("**Fees**") is made up of two components, being (1) the rental of the Shell and (2) fees for the provision of the Core M&E. The Fees for the Lease Term is approximately S$17 million to S$21 million yearly. 1-Net is entitled to certain discounts on the Fees during the first two years of the Lease Term, and such Fees after discount during the first two years of the Lease Term will be approximately S$11 million to S$21 million yearly.

Under the terms of the Lease Agreement, the Lease Agreement may be renewed at 1-Net's option for a further term, being the Renewal Term. The further lease will be granted on the same terms and conditions as for the initial Lease Term, as set out in the Lease Agreement, save for the amount of Fees.

1-Net and JVC may review the Fees for the Renewal Term and agree on a revised Fee for the Renewal Term. In the event 1-Net and JVC agree on a revised Fee for the Renewal Term other than as set out in the Lease Agreement, CitySpring will, to the extent required under Chapter 9 of the Listing Manual, seek Unitholders' approval for the renewal of the Lease Agreement.

However, if 1-Net and JVC are not able to come to an agreement in respect of the Fees for the Renewal Term before commencement of the Renewal Term, the Fees for the Renewal Term as set out in the Lease Agreement will apply. In this event, the Fees for the Renewal Term (as set out in the Lease Agreement) is at least approximately S$21 million yearly.

4. EVALUATION OF THE TRANSACTION

In our analysis and evaluation of the Transaction, we have taken into consideration, *inter alia*, the following:

4.1. The rationale for the Transaction

The Trustee-Manager has provided its rationale for the Transaction as set out in Section 2.4 of the Circular.

We have reviewed the rationale for the Transaction and are of the view that the Transaction is being entered into on a reasonable basis.

4.2. Assessment of the Transaction terms

Negotiation of the Lease Agreement

The terms of both the Development Agreement and the Lease Agreement were negotiated on an arm's length basis with full participation of the Trustee-Manager, Shimizu and 1-Net.

Based on our enquiries with the Trustee-Manager and our separate independent discussion with Shimizu, we note that Shimizu, as a parent of WDC, participated fully in the negotiations of the terms of the Development Agreement and the Lease Agreement. Shimizu is unrelated to the Trustee-Manager or 1-Net.

Basis for arriving at the Fees

The terms of the Lease Agreement were negotiated on an arm's length basis, with the following factors taken into consideration in arriving at the Fees:

- the total investment cost in establishing JVC, the purchase of the Property, design, construction and/or installation of the Shell, the Shell M&E and the Core M&E, installation of equipment and other forms of infrastructure (such as security measures), set-up financing cost and transaction expenses;

- projections of future operating costs, taxes, capital expenditure, working capital, cash requirements, debt and interest payments;

- CitySpring's required rate of return, taking into consideration CitySpring's investment strategy, investment hurdle rate and assessment of the risk profile of the Transaction;

- Shimizu's required rate of return, taking into consideration Shimizu's investment strategy, investment hurdle rate and assessment of the risk profile of the Transaction;

- the required return of the Transaction jointly approved by CitySpring and Shimizu;

- comparison of the fees for other transactions of a similar nature in Singapore; and

- arms-length negotiations with 1-Net.

Comparable industry information

Based on our understanding, as well as discussions with the Trustee-Manager, lease fee arrangements for data centres are largely confidential with no known databases and limited information sources available for reference.

Full disclosure of precise lease rates for a data centre could compromise its ability to remain profitable vis-a-vis both competitors and customers as the commercially sensitive information could confer a pricing advantage to counter parties.

Given the above, it is difficult to obtain complete disclosure on similar leasing arrangements. Whilst this is the case, our findings indicated that data centre lease rates over the past three years and excluding outliers, range from approximately S$20.00 to S$40.00 per square foot per month.

For the purpose of comparison, we have considered the data centre lease rates as a blended amount which includes the rental of the physical building and data centre related equipments. Please refer to "About the Transaction" in Section 3 of this letter for further details of the Fees. We note that the lease rate charged by JVC to 1-Net, on a blended basis, falls within this range.

The variability of lease fees is dependent on the negotiations between contracting parties having regard to the specific circumstances, and vary substantially according to factors such as, *inter alia*, the technical sophistication of the data centre, the division of duties between lease parties, the wholesale or retail nature of the lease and the space requirements of the lessee.

We have supplemented our analysis by comparing information appearing in industry research reports with the Fees charged by JVC to 1-Net. The supplemental information provides additional comfort around the commerciality of the Fees charged by JVC to 1-Net.

Financial projections

The Trustee-Manager has provided us with confidential financial projections for the Transaction ("**Financial Projections**"), prepared by the Trustee Manager as at the Latest Practicable Date.

We have undertaken an assessment of the Financial Projections, including: (a) basic procedures to check the mathematical accuracy of the Financial Projections, but neither a review nor an audit of the projections; and (b) basic checks as to the assumptions underlying the Financial Projections, including checks on major assumptions.

Based on the Financial Projections, we note that the projected equity internal rate of return on the Transaction (whether with or without taking into account the Fees for the Renewal Term) is higher than the cost of capital of CitySpring.

4.3. Other relevant factors

Predictable cash flows

The Fees payable by 1-Net would provide CitySpring with a long-term, regular and predictable cash flow through its 51% equity stake in JVC. Beyond the Lease Term, 1-Net retains the option to extend for a further lease term commencing on and from the day immediately after the expiry of the Lease Term and expiring on the day falling nine months before the expiry of the Head Lease Term.

In the event that 1-Net and JVC are not able to come to an agreement in respect of the Fees for the Renewal Term before commencement of the Renewal Term, the Fees for the Renewal Term as set out in the Lease Agreement will apply. We note the method of computation for the Fees for the Renewal Term as set out in the Lease Agreement is consistent with the Fees throughout the Lease Term. The Fees for the Renewal Term (as set out in the Lease Agreement) is at least approximately S$21 million yearly.

Should 1-Net and JVC agree on a revised Fee for the Renewal Term other than as set out in the Lease Agreement, CitySpring will, to the extent required under Chapter 9 of the Listing Manual, seek Unitholders' approval for the renewal of the Lease Agreement.

We note the Transaction accords with the investment strategy of CitySpring to, *inter alia*, invest in businesses which provide long-term, regular and predictable cash flows.

Initial discount on Fees

1-Net is entitled to certain discounts on the Fees during the first two (2) years of the Lease Term.

We understand that the discounts were negotiated on an arm's length basis between the Trustee-Manager, Shimizu and 1-Net, on the basis that 1-Net will be in the establishment phase of its operations and business during this initial period.

We note that the terms for industrial and commercial tenancies can include discounts and rent-free fitting out periods, and are negotiated in certain instances to allow tenants the opportunity to develop their operations and businesses to intended levels.

Security deposits

1-Net shall provide JVC with security deposits for the Transaction.

We consider the attainment of security deposits to be prudent. The security deposits can be used by the JVC to protect against certain losses arising from any non-compliance with the Transaction terms.

Reputable counterparty

1-Net is a data centre operator and its parent company is Mediacorp. In the financial year ended 31 March 2013, 1-Net's asset-liability ratio was 5.3:1, with its assets high in liquidity. In addition, its profits after taxes was S$7.3 million.

We consider the abovementioned financial position, as well as the data centre experience of 1-Net, to be advantageous to the JVC.

Future Core M&E expansion

If, at any time during the Lease Term, 1-Net requires any additional core mechanical and electrical equipment to support the expansion of its business or operations at the Data Centre ("**Additional Core M&E**"), 1-Net shall give JVC prior written notice of not less than six months of such requirements giving reasonable particulars and details of such Additional Core M&E for consideration. The construction and/or installation of any such Additional Core M&E shall be subject to the mutual agreement between JVC and 1-Net on the terms for such construction and/or installation.

In this regard, we note that the Additional Core M&E shall be at the same rate for the Core M&E as set out in the Lease Agreement (provided such notice for Additional Core M&E is provided before the 5th year of the Lease Term and based on the same specifications in the Detailed Plans and Specifications).

In the event notice for Additional Core M&E is provided on or after the 5th year of the Lease Term, the additional fees payable by 1-Net to JVC for such construction and/or installation of Additional Core M&E shall be subject to the mutual agreement between JVC and 1-Net and CitySpring will, to the extent required to, seek Unitholders' approval for the construction and/or installation of such Additional Core M&E. JVC and 1-Net shall enter into an agreement supplemental to the Lease Agreement setting out the agreed terms for such construction or installation of Additional Core M&E.

We note the potential for an increase in the scale of the Data Centre, with the potential for the JVC to generate more income.

Late payments

If 1-Net does not pay sums owing to JVC within stipulated time periods, the Transaction terms dictate that 1-Net must pay interest on the relevant sums from the due date until the amount is actually received by JVC.

Potential cost overruns

JVC is responsible for the construction costs of the Data Centre.

In the event there is a delay of practical completion of the Data Centre due to any causes attributable to JVC, 1-Net would be entitled to claim liquidated damages, capped at an agreed amount from JVC until the practical completion of the Data Centre is achieved.

5. OUR OPINION

In arriving at our opinion on whether the Transaction ((i) regardless of whether the Lease Agreement is renewed or the Additional Core M&E is required and, (ii) if the Lease Agreement is renewed and/or Additional Core M&E is required, extending to the inclusion of the agreed mechanisms covering the Fees for the Renewal Term and Additional Core M&E rates) is on normal commercial terms and whether it is prejudicial to the interests of CitySpring and its minority Unitholders, we have considered, *inter alia*, the factors set out in the previous sections of this letter.

After carefully considering the information available to us as at the Latest Practicable Date, and based upon the monetary, industry, market, economic and other relevant conditions subsisting as at the Latest Practicable Date and based on our considerations above, we are of the opinion that the Transaction ((i) regardless of whether the Lease Agreement is renewed or the Additional Core M&E is required and, (ii) if the Lease Agreement is renewed and/or Additional Core M&E is required, extending to the inclusion of the agreed mechanisms covering the Fees for the Renewal Term and Additional Core M&E rates):

(a) is on normal commercial terms; and

(b) is not prejudicial to the interests of CitySpring and its minority Unitholders.

This opinion is addressed to the Independent Directors for their use and benefit, in connection with and for the purpose of their consideration of the Transaction and for inclusion in the Circular.

The recommendations to be made by the Independent Directors to the Unitholders shall remain their responsibility.

In rendering the above opinion, we have not taken into consideration the specific investment objectives, financial situation, tax position or unique needs and constraints of any individual Unitholder. Accordingly, any individual Unitholder who may require specific advice in relation to their investment portfolio including their investment in CitySpring should consult their stockbroker, bank manager, solicitor, accountant, tax adviser, or other professional advisers immediately.

This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully
For and on behalf of
KPMG Corporate Finance Pte Ltd

Vishal Sharma
Executive Director

Jeremy Bogue
Director

APPENDIX 2
ADDITIONAL INFORMATION

1. DIRECTORS' AND SUBSTANTIAL UNITHOLDERS' INTERESTS

1.1 Directors. As at the Latest Practicable Date, the interests of the Directors in the Units are as follows:

Name of Director	Number of Units	% of Total Units in Issue[23]
Yeo Wico	800,000	0.053%
Mark Andrew Yeo Kah Chong	620,000	0.041%
Ong Beng Teck	46,500	0.003%
Daniel Cuthbert Ee Hock Huat	0	0%
Haresh Jaisinghani	0	0%
Total	**1,466,500**	**0.097%[24]**

1.2 Substantial Unitholders. As at the Latest Practicable Date, the substantial Unitholders are as follows:

Name of Substantial Unitholder	Direct Interest	Deemed Interest	Total Interest	% of Total Units in Issue[25]
Bartley	355,758,550	-	355,758,550	23.4%
Napier	88,582,500	-	88,582,500	5.8%
Nassim[26]	83,927,558	39,965,504	123,893,062	8.2%
Tembusu[27]	-	568,234,112	568,234,112	37.4%
Temasek[28]	-	568,234,112	568,234,112	37.4%[29]

1.3 Disclosure of Interests.

Mr Ong Beng Teck, a director on the board of the Trustee-Manager, is not regarded as independent with regards to the IPT as he is an executive of Temasek.

Save as disclosed in this Circular, no director or controlling shareholder of the Trustee-Manager, and no controlling Unitholder of CitySpring, has any interest in the Transaction.

2. LITIGATION

As disclosed in CitySpring's annual report for the financial year ended 31 March 2014, there are certain disputes between Basslink Pty Ltd ("**BPL**"), a wholly owned subsidiary of CitySpring,

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23 Percentage of total Units in issue is based on 1,518,893,062 Units in issue as at the Latest Practicable Date.

24 Any discrepancy in the figure is due to rounding.

25 Percentage of total Units in issue is based on 1,518,893,062 Units in issue as at the Latest Practicable Date.

26 Nassim is the holding company of CSIM and is deemed to be interested in the 39,965,504 Units held by CSIM.

27 Tembusu is deemed to be interested in the Units held by Bartley, Napier, Nassim and CSIM.

28 Temasek is deemed to be interested in the Units held by Tembusu.

29 Any discrepancy in the figure is due to rounding.

and Hydro Tasmania ("**HT**") in the interpretation of the Basslink Services Agreement ("**BSA**"), entered into between BPL and HT. These disputes were referred to arbitration. The outcome of the arbitration and legal costs awards were announced on 15 January 2014 and 5 February 2014 respectively.

As previously announced by CitySpring, BPL obtained an injunction in the Supreme Court of Victoria restraining HT from issuing a performance default notice under the BSA regarding the Dynamic Protocol. The Dynamic Protocol refers, generally, to the arrangements put in place by BPL to enable Basslink to be available to transmit electricity at certain elevated levels. Given the Dynamic Protocol was held to be a breach of the BSA in the recent arbitrations, HT has notified BPL that it will seek its legal costs in respect of the injunction proceeding and damages in respect of the loss suffered by HT by reason of the orders made in the injunction proceeding. These claims will be vigorously defended by BPL. Disclosure of further details of these matters would prejudice BPL's position and, accordingly, these have not been provided.

Saved as disclosed above, as at the Latest Practicable Date, neither CitySpring nor any of its subsidiaries is a party to any litigation proceedings.

3. CONSENT

The IFA has given and has not withdrawn its written consent to the issue of this Circular with the inclusion herein of:

(1) the IFA Advice as set out in *Appendix 1 (Letter from IFA to Independent Directors)* to this Circular and summarised in *Section 5 (Summary of IFA Advice)* above; and

(2) the references to such letter, summary and its name in the form and context in which they appear in this Circular.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected by Unitholders at the registered office of the Trustee-Manager at 111 Somerset Road, #10-01 TripleOne Somerset, Singapore 238164 during normal office hours from the date of this Circular up to and including the date of the EGM:

(1) the trust deed dated 5 January 2007 constituting CitySpring;

(2) the IFA Advice;

(3) the written consent of the IFA referred to above;

(4) a redacted version of the Development Agreement; and

(5) a redacted version of the Lease Agreement.

As noted in *Section 2.3.4 (Fees)* above, the precise Fees are of a commercially sensitive nature. The Development Agreement and the Lease Agreement have therefore been redacted to remove the Fees payable.

CITYSPRING INFRASTRUCTURE TRUST
(a business trust constituted in Singapore and registered with the Monetary Authority of Singapore)
(Registration No: 2007001)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Unitholders of CitySpring Infrastructure Trust will be held at NTUC Business Centre's Auditorium, One Marina Boulevard, Level 7, Singapore 018989 on Friday, 22 August 2014 at 10.00 a.m. for the purpose of considering and, if thought fit, passing, with or without amendment, the following resolution, which will be proposed as an ordinary resolution:

Ordinary Resolution – Proposed Transaction between DataCentre One Pte. Ltd., a 51%-owned subsidiary of CitySpring Infrastructure Trust, and 1-Net Singapore Pte. Ltd. Relating to the Development and Lease of a Data Centre Pursuant to (i) a Development Agreement and (ii) a Lease Agreement

That:

(1) the proposed transaction between DataCentre One Pte. Ltd., a 51%-owned subsidiary of CitySpring Infrastructure Trust, and 1-Net Singapore Pte. Ltd. relating to the development and lease of a data centre pursuant to (i) a development agreement and (ii) a lease agreement be approved and authorised; and

(2) the Trustee-Manager of CitySpring Infrastructure Trust and any Director of the Trustee-Manager be authorised to do all such things and execute all documents as they may consider necessary or expedient to give effect to this ordinary resolution as they may deem fit.

By Order of the Board of
CitySpring Infrastructure Management Pte. Ltd.
as Trustee-Manager of
CitySpring Infrastructure Trust

Susanna Cher
Company Secretary
Singapore
29 July 2014

Notes:

1. A unitholder of CitySpring ("**Unitholder**") entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a Unitholder.

2. The instrument appointing a proxy or proxies ("**Instrument of Proxy**") must be lodged at the registered office of the Trustee-Manager at 111 Somerset Road, #10-01 TripleOne Somerset, Singapore 238164 not less than 48 hours before the time appointed for the Extraordinary General Meeting (i.e. by 20 August 2014 at 10.00 a.m.). The lodging of an Instrument of Proxy by a Unitholder does not preclude him from attending and voting in person at the Extraordinary General Meeting if he finds that he is able to do so. In such event, the relevant Instrument of Proxy will be deemed to be revoked.

Personal data privacy:

By lodging the Instrument of Proxy, the Unitholder (i) consents to the collection, use and disclosure of the Unitholder's personal data by CitySpring (or its agents) for the purpose of the processing and administration by CitySpring (or its agents) of proxy(ies) and/or representative(s) appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to such meeting, and in order for CitySpring (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder's proxy(ies) and/or representative(s) to CitySpring (or its agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by CitySpring (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify CitySpring in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder's breach of warranty.

IMPORTANT: PLEASE READ THE NOTES TO PROXY FORM BELOW

Notes:

1. A unitholder of CitySpring ("**Unitholder**") entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his stead. A proxy need not be a Unitholder.

2. Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his holding (expressed as a percentage of the whole) to be represented by each proxy.

3. A Unitholder should insert the total number of Units held. If the Unitholder has Units entered against his name in the Depository Register maintained by The Central Depository (Pte) Limited ("**CDP**") he should insert that number of Units. If the Unitholder has Units registered in his name in the Register of Unitholders of CitySpring, he should insert that number of Units. If the Unitholder has Units entered against his name in the said Depository Register and registered in his name in the Register of Unitholders, he should insert the aggregate number of Units. If no number is inserted, this form of proxy will be deemed to relate to all the Units held by the Unitholder.

4. The instrument appointing a proxy or proxies ("**Instrument of Proxy**") must be lodged at the registered office of Trustee-Manager at 111 Somerset Road, #10-01 TripleOne Somerset, Singapore 238164 not less than 48 hours before the time appointed for the Extraordinary General Meeting (i.e. by 20 August 2014 at 10.00 a.m.). The lodging of an Instrument of Proxy by a Unitholder does not preclude him from attending and voting in person at the Extraordinary General Meeting if he finds that he is able to do so. In such event, the relevant Instrument of Proxy will be deemed to be revoked.

5. The Instrument of Proxy must be under the hand of the appointor or of his attorney duly authorised in writing. Where the Instrument of Proxy is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.

6. Where an Instrument of Proxy is signed on behalf of the appointor by an attorney, the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority must (unless previously registered with the Trustee-Manager) be lodged with the Instrument of Proxy, failing which the Instrument of Proxy may be treated as invalid.

7. A corporation which is a Unitholder may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at the Extraordinary General Meeting. The person so authorised shall, upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.

8. All Unitholders will be bound by the outcome of the Extraordinary General Meeting regardless of whether they have attended or voted at the Extraordinary General Meeting.

9. A resolution put to the vote of the Extraordinary General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by (i) the Chairman; (ii) five or more Unitholders having the right to vote at the Extraordinary General Meeting; or (iii) Unitholder(s) representing not less than 10% of the total voting rights of Unitholders having the right to vote at the Extraordinary General Meeting. Unless a poll is so demanded, a declaration by the Chairman that such a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

10. On a show of hands, every Unitholder who (being an individual) is present in person or by proxy or (being a corporation) is present by one of its officers as its proxy shall have one vote. On a poll, every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder. A person entitled to more than one vote need not use all his votes or cast them the same way.

General:

The Trustee-Manager shall be entitled to reject the Instrument of Proxy if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the Instrument of Proxy. In addition, in the case of Units entered in the Depository Register, the Trustee-Manager may reject any Instrument of Proxy if the Unitholder, being the appointor, is not shown to have Units entered against his name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by the CDP to the Trustee-Manager.

CITYSPRING INFRASTRUCTURE TRUST
(a business trust constituted in Singapore and registered with the Monetary Authority of Singapore)
(Registration No: 2007001)

Personal data privacy
By submitting an instrument appointing a proxy(ies) and/or representative(s), the Unitholder accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 29 July 2014.

PROXY FORM
EXTRAORDINARY GENERAL MEETING

I/We _____ (Name(s) and NRIC/Passport Number(s))

of _____ (Address)

being a unitholder/unitholders of CitySpring Infrastructure Trust ("**CitySpring**"), hereby appoint:

Name	**NRIC/Passport Number**	**Proportion of Unitholdings**	
		No. of Units	**%**
Address			

and/or (delete as appropriate)

Name	**NRIC/Passport Number**	**Proportion of Unitholdings**	
		No. of Units	**%**
Address			

or, both of whom failing, the Chairman of the Extraordinary General Meeting as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and, if necessary, to demand a poll or to join in demanding a poll and to vote on a poll, at the Extraordinary General Meeting of CitySpring to be held at NTUC Business Centre's Auditorium, One Marina Boulevard, Level 7, Singapore 018989 on Friday, 22 August 2014 at 10.00 a.m. and at any adjournment thereof.

I/We direct my/our proxy/proxies to vote for or against the Ordinary Resolution to be proposed at the Extraordinary General Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/their discretion, as he/they will on any other matter arising at the Extraordinary General Meeting.

Ordinary Resolution	**No. of Units For***		**No. of Units Against***	
Proposed transaction between DataCentre One Pte. Ltd., a 51%-owned subsidiary of CitySpring Infrastructure Trust, and 1-Net Singapore Pte. Ltd. relating to the development and lease of a data centre pursuant to (i) a development agreement and (ii) a lease agreement.				

* If you wish to exercise all your votes "For" or "Against", please tick (✓) within the box provided. Alternatively, please indicate the number of Units in respect of which votes are to be cast "For" and "Against" as appropriate.

Dated this _____ day of _____ 2014

Total number of Units held

_____
Signature(s) of Unitholder(s) or Common Seal

"Glue all sides firmly." Stapling & spot sealing is disallowed.

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Extraordinary General Meeting

Postage will be paid by addressee. For posting in Singapore only.

BUSINESS REPLY SERVICE
PERMIT NO. 08213

The Company Secretary
CitySpring Infrastructure Management Pte. Ltd.
(as Trustee-Manager of CitySpring Infrastructure Trust)
111 Somerset Road
#10-01 TripleOne Somerset
Singapore 238164

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