

SHAREHOLDERS' AGREEMENT

between

HUTCHISON TELECOMMUNICATIONS LIMITED

and

SINGAPORE TECHNOLOGIES TELEMEDIA PTE LTD

Dated as of August 9, 2002

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EXHIBITS

EXHIBIT A	FORM OF ACKNOWLEDGEMENT AND AGREEMENT
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SHAREHOLDERS' AGREEMENT (this "Agreement") made as of the 9th day of August, 2002

BETWEEN:

- (1) Hutchison Telecommunications Limited, a company incorporated with limited liability under the laws of Hong Kong, with its registered office at 22nd Floor, Hutchison House, 10 Harcourt Road, Central, Hong Kong ("HTL"); and
- (2) Singapore Technologies Telemedia Pte Ltd, a company incorporated with limited liability under the laws of Singapore with its registered office at 51 Cuppage Road, #10-11/17, StarHub Centre, Singapore 229469 ("STT").

RECITALS:

- (A) Hutchison Whampoa Limited, a company incorporated with limited liability under the laws of Hong Kong ("HWL"), and STT entered into a letter agreement (the "Letter Agreement") on January 28, 2002 with respect to a proposed transaction involving an investment in, and restructuring of the capital structure of, Global Crossing Ltd., a Bermuda corporation ("Global Crossing"). The Letter Agreement was novated to HTL, and it is now contemplated that HTL and STT, or their respective designees in accordance with the Purchase Agreement (as defined below), will subscribe for shares in a newly formed company (the "Company") organized by Global Crossing that will acquire the assets of Global Crossing (the "Transaction"). The Transaction will be effected as part of the reorganisation of Global Crossing and Global Crossing Holdings Ltd. ("GX Holdings") and certain of their respective subsidiaries pursuant to a bankruptcy plan supported and approved by HTL and STT (and including a court approved and confirmed plan of reorganisation under chapter 11, title 11 of the United States Bankruptcy Code and other related proceedings in other jurisdictions), and HTL and STT have entered into a Purchase Agreement (the "Purchase Agreement"), dated the date hereof, with Global Crossing, GX Holdings and others in relation thereto.
- (B) It is contemplated that, upon closing of the Transaction (the "Closing"), HTL and STT will, directly or indirectly through one or more Subsidiaries, each hold 30.75% of the equity of the Company, with 22.5% consisting of Preferred Shares (as defined below) and 8.25% consisting of Common Shares (as defined below), in each case subject to dilution from the exercise of management share options.
- (C) *This Agreement sets out, among other things, certain provisions with respect to the transfer of Shares and the management and operation of the Company from and after the Closing.*

AGREEMENT:**SECTION 1
INTERPRETATION**

1.1 **Definitions.** In this Agreement, unless the context otherwise requires the following words and expressions have the following meanings:

"**Acknowledgement and Agreement**" means the acknowledgement and agreement in the form attached hereto as Exhibit A.

"**Affiliate**" means, with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with, such Person. For the purposes of this definition, "control" of a Person means (i) ownership of 50% or more of the shares outstanding or other equity interests of such Person or (ii) the power to direct the management or policies of a Person, whether through the ownership of more than 50% of the voting power of such Person, through the power to appoint a majority of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise.

"**AGC**" means Asia Global Crossing Ltd., a Subsidiary of Global Crossing as at the date hereof organized under the laws of Bermuda.

"**Basic Documents**" means the Purchase Agreement, this Agreement, the Charter Documents and the Registration Rights Agreement.

"**Board**" means the board of directors of the Company.

"**Business Day**" means a weekday (other than a Saturday) on which banks are open for normal commercial business in Hong Kong and Singapore.

"**Certificate of Designations**" means the Certificate of the Powers, Designations, Preferences and Rights relating to the Preferred Shares.

"**Charter Documents**" means the Memorandum of Association and Bye-Laws of the Company as in effect immediately following the Closing and the Certificate of Designations.

"**Closing Date**" means the date and time at which the Closing occurs.

"**Common Shares**" means the ordinary shares, par value US\$0.01 per share, in the capital of the Company or any shares issued in substitution therefor pursuant to any reorganization, recapitalization or reclassification of the share capital of the Company.

"**Director**" means a director of the Company (including any duly appointed alternate director).

"Equity Securities" means, with respect to any Person, such Person's capital stock, membership interests, partnership interests, registered capital, joint venture or other ownership interests (including, without limitation, in the case of the Company, the Shares) or any debt instruments, options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such capital stock, membership interests, partnership interests, registered capital, joint venture or other ownership interests (whether or not such derivative securities are issued by such Person).

"Group Parent" means (i) with respect to the Hutchison Shareholder Group, HTL, and (ii) with respect to the STT Shareholder Group, STT.

"HTL Shareholder" means (i) HTL or (ii) a Subsidiary of HTL, to be designated by HTL prior to the Closing, that will acquire the Shares to be issued to HTL or its designee at the Closing pursuant to the Purchase Agreement.

"Hutchison Shareholder Group" means HTL Shareholder and all other Shareholders that are, directly or through a series of transactions, transferees of HTL pursuant to Section 4.2(a).

"IPO" means the first underwritten public offering of the Equity Securities of the Company on an internationally recognized stock exchange.

"Listing" means the initial listing of the Equity Securities of the Company on a U.S. national stock exchange or the Nasdaq National Market or the Nasdaq Small Cap Market.

"Market Sale" means a sale of the Equity Securities of the Company executed on a securities exchange or market on which such Equity Securities are listed, other than any such sale made in a negotiated transaction to a pre-identified purchaser.

"Party" means any signatory to this Agreement and any Person who subsequently becomes a party to this Agreement as provided herein.

"Person" means an individual, corporation, joint venture, partnership, enterprise, trust, unincorporated association, limited liability company, government or any department or agency thereof, or any other entity.

"Preferred Shares" means the preferred shares issued to the HTL Shareholder and the STT Shareholder at Closing, par value US\$0.01 per share, in the capital of the Company, with the rights set forth in the Certificate of Designations or any shares issued in substitution therefor pursuant to any reorganization, recapitalization or reclassification of the share capital of the Company.

"Private Sale" means any Transfer of Shares other than a Market Sale.

"Pro Rata Share" means, with respect to any Shareholder, the proportion that the number of Common Shares held by such Shareholder bears to the total number of Common Shares outstanding, in each case calculated on the assumption that (i) all

outstanding preferred shares of the Company are converted into Common Shares and (ii) all other outstanding Equity Securities that are convertible into or exercisable or exchangeable for Common Shares and that have pre-emptive rights by their respective terms of issuance, have been so converted, exercised or exchanged (whether or not by their terms then currently convertible, exercisable or exchangeable).

"Registration Rights Agreement" means the registration rights agreement to be entered into by each Shareholder with the Company in accordance with the Purchase Agreement.

"Shareholder" means HTL Shareholder, STT Shareholder and any other Person that becomes a shareholder of the Company and executes an Acknowledgement and Agreement pursuant to Section 4.2.

"Shareholder Group" means the Hutchison Shareholder Group or the STT Shareholder Group.

"Shares" means the Common Shares and the Preferred Shares.

"STT Shareholder" means (i) STT or (ii) a Subsidiary of STT, to be designated by STT prior to the Closing, that will acquire the Shares to be issued to STT or its designee at the Closing pursuant to the Purchase Agreement.

"STT Shareholder Group" means STT Shareholder and all other Shareholders that are, directly or through a series of transactions, transferees of STT Shareholder pursuant to Section 4.2(a).

"Subsidiary" of a Person means any other Person (i) in which the first mentioned Person controls, directly or indirectly, more than half of the voting power or (ii) of which the first mentioned Person owns more than half of the issued share capital or (iii) which is a Subsidiary of another Subsidiary of the first mentioned company.

"US\$" means United States Dollars, the lawful currency of the United States of America.

1.2 **Terms Defined Elsewhere in this Agreement.** The following terms are defined in this Agreement as follows:

"Additional Securities"	Section 3.1(c)
"Affiliate Transferee"	Section 4.2(a)
"Agreement"	Preamble
"Arbitration Board"	Section 13.2(a)
"Closing"	Recitals
"Company"	Recitals
"Global Crossing"	Recitals
"GX Holdings"	Recitals
"HTL"	Preamble

" <u>HWL</u> "	Recitals
" <u>Letter Agreement</u> "	Recitals
" <u>Non-Purchasing Shareholder</u> "	Section 3.1(c)
" <u>Offered Shares</u> "	Section 4.3(b)
" <u>Other Group</u> "	Section 4.3(a)
" <u>Participating Shareholder</u> "	Section 4.3(c)
" <u>Permitted Assignees</u> "	Section 3.2(b)
" <u>Proposed Issuance</u> "	Section 3.2
" <u>Proposed Recipient</u> "	Section 3.1(a)
" <u>Purchase Agreement</u> "	Recitals
" <u>Purchasing Shareholder</u> "	Section 3.2(b)
" <u>Rules</u> "	Section 13.2(a)
" <u>Shareholders Meeting</u> "	Section 6.1
" <u>STT</u> "	Preamble
" <u>Subscription Notice</u> "	Section 3.2(b)
" <u>Tag-Along Notice</u> "	Section 4.3(c)
" <u>Tag-Along Right</u> "	Section 4.3(a)
" <u>Transaction</u> "	Recitals
" <u>Transfer</u> "	Section 4.1
" <u>Transfer Notice</u> "	Section 4.3(b)
" <u>Transferring Shareholder</u> "	Section 4.3(a)
" <u>Written Consent</u> "	Section 6.1

- 1.3 References herein to any Section, Schedule or Exhibit is to such Section of or Schedule or Exhibit to this Agreement unless the context otherwise requires. The Schedules and Exhibits to this Agreement shall be deemed to form part of this Agreement.
- 1.4 References to any Party shall, where the context permits, include such Party's successors, legal representatives and permitted assigns.
- 1.5 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.6 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 1.7 The words "hereof," "hereunder" and "hereto," and words of like import, refer to this Agreement as a whole and not to any particular Section hereof.
- 1.8 In calculations of share numbers, (i) references to a "fully diluted basis" mean that the calculation should be made assuming that all outstanding Equity Securities convertible into or exercisable or exchangeable for Common Shares (including without limitation the Preferred Shares), whether or not by their terms then currently convertible, exercisable or exchangeable, have been so converted, exercised or exchanged, (ii) references to a "non-diluted basis" mean that the calculation should be made based only upon Shares outstanding at the relevant

time, and (iii) references to an "as-converted basis" mean that the calculation should be made assuming the conversion into Common Shares of all Preferred Shares outstanding at the relevant time.

- 1.9 The phrase "directly or indirectly" means directly, or indirectly through one or more other Persons, by contract or otherwise.

SECTION 2 OBLIGATIONS OF THE SHAREHOLDERS

If (a) HTL is not the HTL Shareholder, HTL shall procure that the HTL Shareholder shall, and (b) if STT is not the STT Shareholder, STT shall procure that the STT Shareholder shall, prior to the Closing Date, duly execute and deliver an Acknowledgement and Agreement. Upon such execution and delivery, HTL Shareholder and STT Shareholder shall become a party to this Agreement and shall be entitled to all of the rights, and subject to all of the obligations, of a Shareholder hereunder.

SECTION 3 INCREASE OF CAPITAL

3.1 Pre-emptive Right.

- (a) The Shareholders shall use reasonable efforts to procure that the Company will not issue any Equity Securities to any Person (the "Proposed Recipient") unless the Company has offered each Shareholder in accordance with the procedure set forth in Section 3.2, the right to purchase such Shareholder's Pro Rata Share of Equity Securities for a per unit consideration, payable whether in cash or in kind, equal to the per unit consideration to be paid by the Proposed Recipient and otherwise on the same terms and conditions as are offered to the Proposed Recipient; provided, that the foregoing restriction shall not apply to (i) any issuance of Shares upon the conversion, exercise or exchange of Equity Securities issued under all employee, director or officer compensation, performance and/or other benefit plans of the Company or its Subsidiaries, including without limitation the New GX Management Plan (as defined in the Purchase Agreement), (ii) issuance of Shares in an IPO duly approved by the Board, or (iii) any issuance of Equity Securities of the Company duly approved by the Board in connection with the acquisition by the Company of the Equity Securities or assets of another Person.
- (b) If the Proposed Issuance (as defined below) relates to the issuance of Shares, the Equity Securities to be purchased by each Shareholder exercising its pre-emptive rights under this Section shall be Preferred Shares or a combination of Preferred Shares and Common Shares, so as to ensure that the percentage of total outstanding Common Shares held by

such Shareholder on a non-diluted basis (assuming no conversion of Preferred Shares) does not increase as a result of such issuance.

- (c) For all Proposed Issuances, in the event that a Shareholder decides not to exercise its pre-emptive right or assign its pre-emptive right to its Permitted Assignees (as defined below) whether in part or in full (the "Non-Purchasing Shareholder"), the Non-Purchasing Shareholder hereby assigns to the other Shareholder the right to purchase any of the Equity Securities not purchased by the Non-Purchasing Shareholder in each Proposed Issuance (the "Additional Securities"). The failure by a Shareholder to exercise its pre-emptive rights with respect to any Proposed Issuance shall not be deemed a waiver of such Shareholder's pre-emptive rights for any future Proposed Issuance. A Shareholder's pre-emptive right under this Section may be (i) assigned to the Group Parent or any Subsidiary thereof (provided such assignee becomes an Affiliate Transferee in accordance with Section 4.2(a)), (ii) assigned to another Shareholder within the Shareholder Group, or (iii) assigned to the other Shareholder Group.

3.2 Procedure for Exercise of Rights. If the Company proposes to issue Equity Securities (in an issuance other than as described in Section 3.1(a)(i), (ii) or (iii) to which the Shareholders' pre-emptive rights shall not apply) (a "Proposed Issuance"), the Shareholders shall use reasonable efforts to procure that the Company follows the procedure set out below:

- (a) Not less than 20 days (or such other period as determined by the Board) before a Proposed Issuance, the Company shall deliver to each Shareholder written notice of the Proposed Issuance setting forth (i) the number, type and terms of the Equity Securities to be issued, (ii) the consideration to be received by the Company in connection with the Proposed Issuance and (iii) the identity of the Proposed Recipients.
- (b) Within 15 days (or such other period as determined by the Board) following delivery of the notice referred to in Section 3.2(a), each Shareholder electing to exercise its pre-emptive rights (a "Purchasing Shareholder") shall give written notice to the Company (the "Subscription Notice") specifying (i) the number of Equity Securities to be purchased by such Purchasing Shareholder (or, if the pre-emptive right is assigned by the Purchasing Shareholder, the number of Equity Securities to be purchased by its Group Parent, any Subsidiary thereof or another Shareholder of the Purchasing Shareholder's Shareholder Group, collectively, the "Permitted Assignees"), (ii) if the subscription relates to Shares, the number of Preferred Shares and the number of Common Shares, and (iii) the calculation by such Purchasing Shareholder of its Pro Rata Share. In the event that a Purchasing Shareholder or its Permitted Assignees wish to purchase any Additional Securities if the other Shareholder does not exercise its pre-emptive right in full, such Purchasing Shareholder's Subscription Notice shall also specify the

number of Additional Securities that such Purchasing Shareholder or its Permitted Assignees wish to purchase.

- (c) Not less than 3 days before a Proposed Issuance, the Company shall issue to each Purchasing Shareholder a notice specifying the number and type of Equity Securities that the Company will issue to such Purchasing Shareholder (or its Permitted Assignees) and the basis upon which such Equity Securities have been allocated. On the date of the Proposed Issuance, the Company shall issue to each Purchasing Shareholder (or its Permitted Assignees) such Shareholder's Pro Rata Share of the Proposed Issuance, provided that if one of the Shareholders is a Non-Purchasing Shareholder and the Purchasing Shareholder has indicated in its Subscription Notice that it (or its Permitted Assignees) wish(es) to purchase Additional Securities, the Company shall issue to the Purchasing Shareholder (or its Permitted Assignees) such Shareholder's Pro Rata Share plus the number of Additional Securities requested by such Shareholder.
- (d) Except as provided in the next succeeding sentence, failure by any Shareholder to give such notice within such 15 day period (or other period determined by the Board) shall be deemed a waiver by such Shareholder of its pre-emptive rights with respect to such Proposed Issuance. If any Shareholder fails to give the notice required under this Section 3 solely because of the Company's failure to comply with the notice provisions of Section 3.2, then the Company shall not issue the Proposed Issuance and if purported to be issued, such issuance of securities shall be void.

SECTION 4 RESTRICTIONS ON TRANSFER OF SHARES

- 4.1 Limitation on Transfers. No Shareholder shall, directly or indirectly (whether by operation of law or otherwise), sell, give, assign, hypothecate, pledge, grant a security interest in or otherwise dispose of, or suffer to exist any mortgage, charge, lien or other encumbrance on, or grant or enter into any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any Person with respect to, any Equity Securities of the Company (each, a "Transfer") held by a Shareholder, except as expressly permitted by and in accordance with this Section 4.
- 4.2 Permitted Transfers. The following Transfers may be made without compliance with the provisions of Section 4.3:
- (a) any Transfer of Equity Securities of the Company by a member of a Shareholder Group to the Group Parent (or any Subsidiary thereof) of such Shareholder Group, provided that any such transferee (an "Affiliate Transferee") has executed and delivered to each other Party an Acknowledgement and Agreement prior to or concurrently with such Transfer;

- (b) any grant of a revocable proxy or power of attorney to an officer, director or employee of any Shareholder to allow any such Person to vote the Shares beneficially owned by such Shareholder so long as such Shares are voted in accordance with the provisions of Section 6 hereof; and
- (c) any sale of Shares in an underwritten offering pursuant to and in accordance with the Registration Rights Agreement provided that the sale of any Shares by a Shareholder pursuant to a shelf registration shall be deemed to be a Market Sale and shall be subject to the provisions of Section 4.3.

Upon execution and delivery by an Affiliate Transferee of an Acknowledgement and Agreement as permitted in such sub-clause (a) above, such Affiliate Transferee shall become a Party to this Agreement and shall be entitled to all of the rights, and subject to all of the obligations, of a Shareholder hereunder. If HTL Shareholder, STT Shareholder or any Affiliate Transferee ceases to be a Subsidiary of the relevant Group Parent, it shall, prior to the date such Person ceases to be a Subsidiary, promptly Transfer all Equity Securities held by it to such Group Parent or a Subsidiary of such Group Parent and shall cause such transferee (if not already a Party) to execute and deliver to each other Party an Acknowledgement and Agreement. The Transfer of all of the Equity Securities of any Subsidiary of a Group Parent that owns Equity Securities of the Company directly or through one or more wholly-owned Subsidiaries shall be treated as a Transfer of Equity Securities of the Company for purposes of this Section 4.

4.3 Tag-Along Rights.

- (a) Tag-Along Right. If any member of a Shareholder Group (the "Transferring Shareholder") proposes to Transfer any Equity Securities of the Company other than as permitted by Section 4.2, the other Shareholder Group (the "Other Group") shall have the right (the "Tag-Along Right") but not the obligation to require the transferee to purchase from one or more members of the Other Group, for the same consideration per unit of Equity Security and upon the same terms and conditions as to be paid and given to the Transferring Shareholder, up to a maximum number of such Equity Securities, equal to (i) the lesser of (A) the aggregate number of Common Shares held by the Other Group on an as-converted basis on the date of the Transfer Notice (as defined below) and (B) in the case of a Transfer following the IPO or Listing, as the case may be, the aggregate number of Common Shares on an as-converted basis disclosed as being held by the Other Group in the then most recent public filing by any member of the Other Group or the Company disclosing such Share ownership, multiplied by (ii) a fraction, the numerator of which is the number of Common Shares on an as-converted basis to be sold by the Transferring Shareholder and the denominator of which is the number of Common Shares on an as-converted basis held on the date of the Transfer Notice by the Shareholder Group of which the Transferring Shareholder is a member.

- (b) **Transfer Notice.** The Transferring Shareholder shall send written notice (the "**Transfer Notice**") to the Group Parent of the Other Group, which notice shall state (i) the name of the Transferring Shareholder, (ii) the type and number of Equity Securities to be Transferred (the "**Offered Shares**"), (iii) the price at which the Transferring Shareholder is proposing to sell the Offered Shares, including with respect to a Market Sale, the minimum price at which Offered Shares are to be sold on the market, (iv) the expected date of consummation of the proposed Transfer (or, in the case of a Market Sale, the earliest date on which Offered Shares will be sold on the market), (v) any other material terms of the proposed Transfer, including a description of the representations, warranties, covenants and indemnities, if any, to be provided in the proposed Transfer, not described in clauses (i) to (iv) above, (vi) in the case of a Private Sale, a representation that the proposed transferee has been informed of the Tag-Along Rights provided for in this Section 4.3 and has agreed to purchase all Equity Securities of the Company required to be purchased in accordance with the terms of this Section 4.3, and (vii) a representation that no consideration or other benefit is being provided to the Transferring Shareholder or any Affiliate thereof that is not reflected in the price to be paid to any member of the Other Group upon exercise of the Tag-Along Right hereunder. The Transfer Notice shall be delivered by the Transferring Shareholder, in the case of a Market Sale, by 5:00 p.m. on the second Business Day prior to the date of the proposed sale, and, in the case of a Private Sale, by 5:00 p.m. on the sixth Business Day prior to the date of the proposed sale.
- (c) **Tag-Along Notice.** Any member of the Other Group may exercise the Tag-Along Right and participate in such Transfer (a "**Participating Shareholder**") by delivery of a written notice (the "**Tag-Along Notice**") of such exercise to the Transferring Shareholder by 5:00 p.m. on the Business Day prior to the proposed sale in the case of a Market Sale, and by 5:00 p.m. on the third Business Day prior to the date of the proposed sale in the case of a Private Sale, specifying the number of Equity Securities with respect to which it has elected to exercise the Tag-Along Right and including a certification of the aggregate number of Equity Securities held by such Participating Shareholder. The Tag-Along Notice shall be irrevocable and shall constitute a binding agreement to Transfer such Equity Securities; provided, however, the Tag-Along Notice shall be deemed to be terminated and the Transferring Shareholder shall not Transfer any Equity Securities if the Transfer is not consummated on the same terms and conditions set forth in the Transfer Notice within 30 Business Days after the date of the proposed sale specified in the Transfer Notice.
- (d) **Terms of Sale.** Equity Securities sold pursuant to the Tag-Along Right shall be on the same terms and conditions set forth in the Transfer Notice and Equity Securities sold by the Participating Shareholder shall be on the same terms and conditions (including, without limitation and to the extent

applicable for a Private Sale, the same representations, warranties, indemnities and limitations on liability and other protections) as the Transferring Shareholder. The obligations in connection with the Transfer of the Transferring Shareholder and any Participating Shareholders shall be several and not joint. If the proposed Transfer is not consummated on the same terms and conditions set forth in the Transfer Notice (including the number of Equity Securities proposed to be Transferred), the Tag-Along Notice shall be deemed to be terminated and the Transferring Shareholder shall not Transfer any Equity Securities unless it provides a new Transfer Notice in accordance with Section 4.3(b) and grants the Other Group the opportunity to participate in the Transfer by delivering a Tag-Along Notice in accordance with Section 4.3(c).

- (e) Tag-Along Right in Market Sale. Notwithstanding anything to the contrary above, the Tag Along Right shall be deemed to be satisfied in respect of a Market Sale if the Transferring Shareholder procures for any Participating Shareholder the opportunity to sell the Equity Securities of the Company with respect to which the Tag-Along Right has been exercised in the same manner, at the same time, upon the same terms and, to the extent relevant, utilizing the same broker or placement agent as the Transferring Shareholder. A Market Sale may be executed in a single transaction or in a series of transactions over a period of time and at different market prices, provided, that Equity Securities of the Company will not be sold at a price less than the minimum price indicated in the Transfer Notice. If Equity Securities of the Company are sold in more than one transaction, each transaction shall, to the extent practicable, be executed so as to include a number of Equity Securities of the Company being sold by the Transferring Shareholder and a number of Equity Securities of the Company being sold by the Other Group calculated on a pro rata basis, based upon the total number of Equity Securities of the Company to be sold by the Transferring Shareholder and the Other Group, respectively, in the Market Sale.
- (f) Consummation. If the Other Group waives the Tag-Along Right or fails to deliver notice to the Transferring Shareholder by the relevant deadline specified in Section 4.3(c), the Transferring Shareholder may sell all, or any portion of, the Offered Shares on the terms and conditions set forth in the Transfer Notice; provided, however, that such sale is bona fide and consummated within 30 Business Days after the date of the proposed sale specified in the Transfer Notice.

4.4 Additional Permitted Transactions. For the avoidance of doubt, nothing in this Section 4 shall be deemed to prevent or otherwise restrict or delay a merger or any issuance of Equity Securities of any Group Parent.

SECTION 5 PURCHASE RESTRICTIONS

From the Closing Date until the first anniversary thereof, neither Group Parent shall, and each Group Parent shall ensure that none of its Subsidiaries shall, directly or indirectly, without the prior written consent of the other Group Parent, acquire or obtain beneficial ownership (as defined in the rules promulgated under the U.S. Securities Exchange Act of 1934) of any Equity Securities of the Company, if, following such acquisition, such Group Parent and its Subsidiaries would have beneficial ownership of Equity Securities of the Company representing more than 30.75% of the total voting power of all Equity Securities of the Company (calculated on a fully diluted basis); provided, that the foregoing restriction shall not prevent any Shareholder from subscribing for its Pro Rata Share of any issuance of Equity Securities to shareholders of the Company, or to subscribe for Additional Securities in accordance with Section 3.

SECTION 6 CORPORATE GOVERNANCE

- 6.1 Board of Directors. Each Shareholder shall vote its Shares at any regular or special meeting of the shareholders of the Company (a "Shareholders Meeting") or in any written consent executed in lieu of such a Shareholders Meeting (a "Written Consent") to effectuate the following provisions, which shall also be set forth in the Charter Documents.
- (a) Number and Composition. The Board shall initially be comprised of 10 Directors.
- (i) For so long as a Shareholder Group owns Equity Securities representing in the aggregate not less than 25% of the outstanding Common Shares calculated on a fully diluted basis, the members of such Shareholder Group (acting through the Group Parent) will be entitled to nominate four (4) Directors.
 - (ii) If a Shareholder Group owns Equity Securities representing in the aggregate less than 25%, but not less than 20%, of the outstanding Common Shares calculated on a fully diluted basis, the members of such Shareholder Group (acting through the Group Parent) will be entitled to nominate three (3) Directors.
 - (iii) If a Shareholder Group owns Equity Securities representing in the aggregate less than 20%, but not less than 10%, of the outstanding Common Shares calculated on a fully diluted basis, the members of such Shareholder Group (acting through the Group Parent) will be entitled to nominate two (2) Directors.
 - (iv) If a Shareholder Group owns Equity Securities representing in the aggregate less than 10%, but not less than the lesser of (x) 5% of the outstanding Common Shares calculated on a fully diluted basis

and (y) 50% of the number of Common Shares (calculated on an as converted basis) acquired by the members of such Shareholder Group in the aggregate on the Closing Date, the members of such Shareholder Group (acting through the Group Parent) shall be entitled to nominate one (1) Director.

- (v) No Shareholder shall take any action, or cause or allow the Company to take any action, with respect to AGC without prior consultation with the other Shareholder.
- (vi) To the extent permitted by applicable law, regulation or regulatory requirement, for so long as a Shareholder Group has the right to nominate a Director to the Board, each committee of the Board (and each committee of any material Subsidiary other than AGC) will contain the same proportional representation of such Shareholder Group as the Board, and in all cases shall include at least one Director designated by such Shareholder Group.
- (vii) If the Share ownership percentage of a Shareholder Group at any time falls below one of the thresholds specified in Sections 6.1(a)(i) to (iv), such that the number of Directors that such Shareholder Group is entitled to nominate is reduced, the Group Parent of such Shareholder Group shall, within ten Business Days after the event causing such reduction, give notice to the Group Parent of the other Shareholder Group and shall, upon the written request of the Group Parent of the other Shareholder Group, promptly cause to resign, or shall cause all Shares held by such Shareholder Group to be voted for the removal of, such number of Directors nominated by such Shareholder Group such that following such resignation or removal, the number of Directors in office nominated by such Shareholder Group shall not exceed the number of Directors that such Shareholder Group is entitled at such time to nominate pursuant to this Section 6.1(a).

(b) Chairman of the Board, Committee Appointments and Officers of the Company.

- (i) For so long as the STT Shareholder Group is entitled to nominate at least 2 Directors, (A) a Director designated by the STT Shareholder Group will serve as Chairman of the Board; (B) to the extent permitted by applicable stock exchange rules, a Director designated by the STT Shareholder Group will serve as Chairman of the Audit Committee, and (C) a Director designated by the STT Shareholder Group will serve as Chairman of the Compensation Committee. If the STT Shareholder Group ceases to be entitled to nominate at least 2 Directors, then if and for so long as the Hutchison Shareholder Group is entitled to nominate at least 2 Directors, the Hutchison Shareholder Group shall have the right to

designate the Directors to serve in the positions specified in this Section 6.1(b)(i).

- (ii) For so long as the Hutchison Shareholder Group is entitled to nominate at least 2 Directors, (A) a Director designated by the Hutchison Shareholder Group will serve as the Chairman of the Executive Committee, and (B) a Director designated by the Hutchison Shareholder Group will serve as the Chairman of the Nominating Committee. If the Hutchison Shareholder Group ceases to be entitled to nominate at least 2 Directors, then if and for so long as the STT Shareholder Group is entitled to nominate at least 2 Directors, the STT Shareholder Group shall have the right to designate Directors to serve in the positions specified in this Section 6.1(b)(ii).
- (iii) The Chief Executive Officer of the Company will report to both the Board, and the Executive Committee of the Company, in accordance with the terms of reference of the Executive Committee. The terms of reference of each of the Audit Committee, the Compensation Committee, the Executive Committee and the Nominating Committee and any other committee of the Board shall require the mutual agreement of each Shareholder. The Shareholders shall use all reasonable efforts to ensure that the terms of reference agreed by the Shareholders for such committees shall be adopted by the Board at the first Board meeting that is convened on or after the Closing.
- (iv) Neither the Chairman of the Board nor the Chairman of any committee of the Board will have any "casting vote" or other special voting rights in the event of a deadlock of the Board or any committee.
- (v) Subject to applicable law, appointment or removal of any member of senior management of the Company shall be subject to approval of the Board. Such Board approval shall, for so long as a Shareholder Group is entitled to nominate at least 2 Directors, include the approval of the Directors nominated by such Shareholder Group. For purposes of this Section 6.1(b)(v), "senior management" means the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and all other executive officers of the Company.
- (vi) The Parties acknowledge that the provisions of Section 6.1(b)(i)-(iii) were negotiated as a whole to establish overall parity in the respective participation of the two Shareholder Groups in the management of the Company to reflect their equal initial shareholding in the Company. If for any reason any of the provisions of Section 6.1(b)(i)-(iii) cannot be fully implemented in accordance with its terms, the Parties will consult and make

appropriate modifications to this Section 6.1(b) to the extent necessary to restore such parity. In addition, if either Shareholder Group decreases its shareholding in the Company such that the shareholdings of the two Shareholder Groups are substantially disproportionate, the Parties shall consult in good faith concerning appropriate modifications to this Section 6.1(b) in light of such changed circumstances.

(c) Removal and Replacement of Directors.

- (i) No Director of a Shareholder Group may be removed from the Board without the consent of the Shareholder Group nominating such Director.
- (ii) In the event any Director resigns or is removed in accordance with Section 6.1(c)(i) (except for resignations or removals pursuant to Section 6.1(a)(vii)), the Shareholder Group that nominated such Director will have the right, subject to the provisions of Section 6.1(a), to nominate such Director's successor or replacement, and such successor or replacement Director shall be nominated and elected on or as soon as practicable after the date of such resignation or removal.

6.2 Related Party Transactions.

- (a) The Parties agree that, without the prior written approval of each Group Parent, the Shareholders shall procure that the Company and/or its Subsidiaries will not enter into any transaction with any Group Parent or any of its Subsidiaries, except that this restriction shall not apply to (i) transactions entered into before the date hereof, (ii) transactions entered into after the date hereof which are similar in nature to the transactions entered into before the date hereof between Global Crossing or its Subsidiary on the one hand and a Group Parent or its Subsidiary on the other hand that are disclosed by the Parties pursuant to Section 6.2(b), and (iii) transactions entered into after the date hereof which are entered in the ordinary course of business of the Company or its Subsidiaries (including AGC), are on normal commercial terms and do not involve amounts in excess of US\$25,000,000 per transaction.
- (b) Within ten Business Days after the date hereof, each Party shall, subject to any confidentiality obligations, disclose in writing to the other Party all the transactions that such Party's Shareholder Group has entered into with Global Crossing or any of its Subsidiaries that remain in effect as of the date hereof.

6.3 Listing, IPO. The timing and details of any proposed Listing or IPO of the Company shall require the mutual agreement of each Shareholder. The Shareholders shall procure that prior to the Company conducting a Listing or an IPO, the Company will revise the Charter Documents to the reasonable

satisfaction of each of the Investors to take into account the relevant listing requirements, if necessary, and to institute a staggered Board, and each Shareholder will vote its Shares at any Shareholders Meeting or in any Written Consent to revise the Charter Documents accordingly.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Each Party represents, severally and not jointly, to the other Party hereto that:

- (a) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and such Party is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization;
- (b) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such Party;
- (c) assuming the due authorization, execution and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; and
- (d) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not
 - (i) violate any provision of the organizational or governance documents of such Party; (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound;
 - (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or
 - (v) violate any law or regulation of such Party's country of organization or any other country in which it maintains its principal office.

SECTION 8 FEES AND EXPENSES

Except as may have previously been agreed upon by the Parties in writing, each Party shall bear its own fees and expenses in connection with the preparation, execution and performance of this Agreement and the other Basic Documents and the transactions contemplated hereby and thereby, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

SECTION 9 CONFIDENTIALITY AND PUBLICITY

Except as may be required by applicable law, rules or regulations (including, but not limited to, application for any governmental approval, consent or no-action position or any rules and regulations of any stock exchange), each Group Parent shall ensure that neither it nor any of its Subsidiaries, agents, advisors or other representatives shall issue a publicity release or public announcement or otherwise make any disclosure concerning this Agreement, any of the transactions contemplated hereby or any member of the other Shareholder Group; provided, however, that nothing in this Agreement shall restrict: (a) any Group Parent or the affected Shareholder from making any disclosure (i) of information that was at the time of disclosure already publicly available, other than as a result of a Group Parent's violation of this Section 9, (ii) that may be required by applicable law or stock exchange rules, (iii) that may be required or appropriate in response to any summons or subpoena or in connection with any litigation, or (iv) to Persons from whom releases, consents or approvals are required, or to whom notice is required to be provided, in connection with the transactions contemplated by the Basic Documents; or (b) in the case of the STT Shareholder Group, STT or any STT Shareholder or its or their agents, advisors or other representatives from making any disclosure to the beneficial holders of the Equity Securities of STT provided always that such beneficial holders shall have undertaken to be bound the confidentiality obligations of this Section 9. If any announcement or other disclosure is permitted pursuant to this Section 9, it shall be mutually agreed upon by the Group Parents prior to issuance except that (i) if such disclosure is required to be made by law or pursuant to applicable rules or regulations (including but not limited to relevant stock exchange rules) and there is insufficient time for the Group Parents to reach agreement on the terms of such disclosure, the disclosing Group Parent shall provide the non-disclosing Group Parent as much time as possible to review a copy of the proposed disclosure before it is made and to the extent practicable to accommodate the non-disclosing Group Parent's reasonable comments and concerns with respect to such disclosure and (ii) the respective Group Parents shall use reasonable efforts in advance to coordinate responses to prospective press inquiries concerning the transactions contemplated hereby and to disseminate guidance concerning such responses appropriately within their respective organizations and make disclosures to the press consistent with such coordinated responses.

SECTION 10 TERM AND TERMINATION

- 10.1 Effective Date; Termination. This Agreement shall become effective upon the execution hereof by HTL and STT and shall continue in effect until the earliest to occur of (a) termination by either Party or by Global Crossing of the Purchase Agreement in accordance with the terms of the Purchase Agreement prior to the Closing, (b) the date upon which either Shareholder Group loses its right to appoint at least one director to the Board under the Charter Documents as currently in effect, (c) the date on which the Company goes into liquidation or

dissolution or a winding up order in respect of the Company is issued and (d) any date agreed upon in writing by all of the Parties.

- 10.2 **Consequences of Termination.** If this Agreement is terminated pursuant to Section 10.1, this Agreement shall become null and void and of no further force and effect, except that the Parties shall continue to be bound by the provisions of this Section 10 and Section 8 (Fees and Expenses), Section 9 (Confidentiality and Publicity) and Section 13 (Governing Law and Dispute Resolution). Nothing in this Section shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination.

SECTION 11 NOTICES

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or fax number set forth below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if given or made by a globally recognised overnight courier, when actually delivered to the relevant address; and (b) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch.

Notices to HTL shall be sent to:

22nd Floor,
Hutchison House
10 Harcourt Road
Central, Hong Kong
Attention: The Company Secretary
Fax: (852) 2128 1778

Notices to STT shall be sent to:

51 Cuppage Road
#10-11/17
Star Hub Centre, Singapore 229469
Attention: Vice-President, Legal
Fax: (65) 6720-7277

with a copy to:

Latham & Watkins
80 Raffles Place
#14-20 UOB Plaza
Singapore 048624
Attention: Michael W. Sturrock
Fax: (65) 6536 1171

SECTION 12 MISCELLANEOUS

- 12.1 **Authority of Group Parents.** Each Group Parent shall have full authority to act on behalf of all Shareholders that are members of such Group Parent's Shareholder Group, and all other Parties to this Agreement shall be entitled to rely upon any action purported to be taken by such Group Parent on behalf of any member of such Shareholder Group.
- 12.2 **Guarantee.** Each Group Parent irrevocably and unconditionally guarantees the full performance by its Subsidiaries of their respective obligations arising under this Agreement. Each Group Parent shall indemnify the other in connection with any breach by such Group Parent or any of its Subsidiaries of any obligations under this Agreement and shall pay all attorneys' fees, court costs, and other expenses, costs and disbursements reasonably incurred by any other Party in enforcing its rights hereunder in connection with any such breach.
- 12.3 **Further Assurances.** From and after the Closing Date, each Shareholder shall vote its Shares at any Shareholders Meeting or in Written Consent, and each Shareholder shall take all other actions reasonably necessary, to give effect to the provisions of this Agreement and to the rights of the Shareholders under the Charter Documents and the Basic Documents. Without limiting the foregoing, in order to effectuate the provisions of this Agreement and the rights of the Parties under the Charter Documents, each Shareholder agrees: (a) that when any action or vote is required to be taken by such Shareholder pursuant to this Agreement or the Charter Documents, such Shareholder shall use its reasonable efforts to call, or cause the appropriate officers and Directors of the Company to call, a Shareholders Meeting, or to execute or cause to be executed a Written Consent, to effectuate such shareholder action, (b) that it shall take all reasonable actions within its powers as a shareholder of the Company to cause the Board to adopt, subject to the Board's fiduciary duties, either at a meeting of the Board or by unanimous written consent of the Board, all the resolutions necessary to effectuate the provisions of this Agreement and the Charter Documents, and (c) that it shall not approve, or vote any Shares held by it in favor of, any amendment to the Charter Documents without the consent of the other Shareholders.
- 12.4 **Shareholder Rights.** Except as expressly set forth in this Agreement, each Shareholder shall be entitled to vote its Shares and exercise its rights as a shareholder of the Company in its full and absolute discretion and shall have no

liability or duty to any other shareholder of the Company.

- 12.5 **No Partnership.** The Group Parents expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership law. The Group Parents do not intend to be partners one to another, or partners as to any third party, or create any fiduciary relationship among themselves, solely by virtue of their status as Group Parents and neither Group Parent shall, and each Group Parent shall procure that its Subsidiaries shall not, make any representation or statement that the Shareholder Groups are in partnership with each other.
- 12.6 **Discrepancies.** If there is any discrepancy between any provision of this Agreement and any provision of the Charter Documents or the charter documents of any Subsidiary of the Company, the provisions of this Agreement shall prevail as between the Parties hereto, and the Shareholders shall take all actions within their powers as shareholders of the Company to procure that the Charter Documents or the charter documents of the relevant Subsidiary, as the case may be, are promptly amended, to the extent permitted by applicable law, in order to conform with this Agreement.
- 12.7 **Amendment.** This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- 12.8 **Waiver.** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 12.9 **Entire Agreement.** This Agreement (together with the other Basic Documents and any other documents referred to herein or therein) constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- 12.10 **Severability.** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of this Agreement as remain not so deleted.
- 12.11 **Counterparts.** This Agreement may be executed in one or more counterparts including counterparts transmitted by telecopier or facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

- 12.12 Consent to Specific Performance. The Parties declare that it is impossible to measure in money the damages that would be suffered by a Party by reason of the failure by any other Party to perform any of the obligations hereunder. Therefore, if any Party shall institute any action or proceeding to enforce the provisions hereof, any Party against whom such action or proceeding is brought hereby waives any claim or defense therein that the other Party has an adequate remedy at law.
- 12.13 Assignment; Binding on Transferee. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted transferees under Section 4 from and after the effective date hereof. Subject to the other provisions of this Agreement, a Person may become an assignee of the rights of a party hereto only if such assignee becomes a party to this Agreement to the same extent as the assignor.
- 12.14 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall give to anyone other than the Parties and their respective permitted successors and assigns any benefit, or any legal or equitable right, remedy or claim, under or in respect of this Agreement.
- 12.15 Hutchison Shareholder Group. For purposes of Sections 5, 6.2, 9 and 12.2 only, with respect to the Hutchison Shareholder Group, the term "Group Parent" shall mean HWL. In the event HTL ceases to be a Subsidiary of HWL, (i) prior to HTL ceasing to be a Subsidiary of HWL, HWL shall procure that HTL shall transfer, and HTL shall transfer, all of the Equity Securities of the Company held, directly or indirectly, by HTL to HWL or a Subsidiary of HWL, (ii) HWL will become a party to this Agreement and assume all the rights, liabilities and obligations of HTL under this Agreement, without prejudice to any liability of, or claim against, HTL which may have accrued under this Agreement, and (iii) HWL will be deemed the "Group Parent" of the Hutchison Shareholder Group under Section 1.1 of this Agreement.

SECTION 13 GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England.
- 13.2 Arbitration.
- (a) Any dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or invalidity hereof, shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (the "Rules") as are in force at the time of any such arbitration and as may be amended by the rest of this Section 13.2. For the purpose of such arbitration, each Group Parent shall nominate one arbitrator to the board of arbitrators and the two arbitrators nominated by the Group Parents shall jointly nominate a third arbitrator

(such board of arbitrators is referred to below as the "Arbitration Board"). The place of arbitration shall be in London. All arbitration proceedings shall be conducted in the English language. The arbitrators shall decide any such dispute or claim strictly in accordance with the governing law specified in Section 13.1 of this Agreement. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

- (b) Each Party shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (c) The costs and expenses of the arbitration, including, without limitation, the fees of the Arbitration Board, and the costs and expenses of the prevailing party (including reasonable attorneys fees) shall be borne by the non-prevailing party.
- (d) Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute. The Parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Arbitration Board so that there shall be no appeal to any court of law for the award of the Arbitration Board, and a Party shall not challenge or resist the enforcement action taken by any other Party in whose favor an award of the Arbitration Board was given.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**HUTCHISON
TELECOMMUNICATIONS LIMITED**

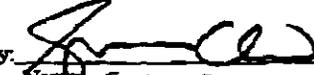
By: _____
Name:
Title:

**SINGAPORE TECHNOLOGIES
TELEMEDIA PTE LTD**

By:  _____
Name: Lee Theng Kiat
Title: President & CEO

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**HUTCHISON
TELECOMMUNICATIONS LIMITED**

By: 
Name: Susan Chau
Title: Director

**SINGAPORE TECHNOLOGIES
TELEMEDIA PTE LTD**

By: _____
Name:
Title: