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May 16, 2003

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Global Crossing Ltd., et al., IB Docket No. 02-286

Dear Madam Secretary:

ACN supports those who oppose so much of Applicants' Amendment No. 3, filed May 13, 2003, as seeks a foreshortened comment period on the major amendment just tendered to the Commission, in the event the original application is not deemed abandoned and the clock not restarted at Day 1

Applicants have failed to make a case for any urgent need of less than the thirty-day comment period specified in Rule §§ 1.927(h), 1.929(a)(2), and 63.52(b). In its motion filed with the SDNY Bankruptcy Court Wednesday, a copy of which is attached hereto for the staff's

convenience, Global Crossing represents that it will take three-four months to obtain the requisite regulatory approvals and that that process will have to be restarted in certain unnamed jurisdictions. See paragraphs 3-4, 23, and 29. The motion seeks to extend the exclusive period to October 14, 2003, and the upset date to October 28, 2003. In this scheme of things, the parties and the public should not be handicapped in examining the substance of the instant amendment.

The amended application is not as clearly benign as Applicants might wish the Commission to believe. Intricate amendments are only quickly sketched in passing in ¶¶ 24-26 (Amendment No. 2 to the Purchase Agreement) of the motion to the court. The implications of the request for advance blanket Commission consent to add additional substantial foreign interests at 3 n.6 of Amendment No. 3 are breathtaking.

Respectfully submitted,

AMERICAN COMMUNICATIONS NETWORK, INC

by 
William Malone
Gerard Lavery Lederer

Its Attorneys

Attachments

2017\03\WRM00907.DOC

Certificate of Service

I hereby certify that I have caused to be mailed (and also e-mailed where indicated) this day copies of the foregoing response to the following:

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I further certify that I have caused to be e-mailed copies of the foregoing response to the following persons as prescribed in Part VI of Public Notice DA 02-2299:

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Washington, D.C.
May 16, 2003

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re :
: Chapter 11 Case No.
:
GLOBAL CROSSING LTD., et al., : 02-40188 (REG)
:
Debtors. : (Jointly Administered)
:
-----X

**NOTICE OF HEARING OF MOTION PURSUANT TO SECTIONS 105(a), 363(b)(1),
AND 1121 OF THE BANKRUPTCY CODE FOR AUTHORIZATION TO
(i) AMEND THE PURCHASE AGREEMENT, (ii) GRANT CERTAIN
RELEASES TO HUTCHISON TELECOMMUNICATIONS LIMITED,
AND (iii) EXTEND EXCLUSIVE PERIODS DURING WHICH DEBTORS
MAY FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF**

PLEASE TAKE NOTICE that a hearing on the motion (the "Motion") of Global Crossing Ltd. ("GCL") and its debtor subsidiaries as debtors and debtors in possession (collectively, the "Debtors") pursuant to sections 105(a), 363(b)(1), and 1121 of the United States Code (the "Bankruptcy Code") for authorization to (i) amend that certain purchase agreement (the "Purchase Agreement") among GCL, Global Crossing Holdings Ltd., the Joint Provisional Liquidators appointed by the Supreme Court of Bermuda in these chapter 11 cases (the "JPLs"), Singapore Technologies Telemedia Pte Ltd. ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), (ii) grant certain releases to

Hutchison, and (iii) extend the exclusive periods during which the Debtors may file a chapter 11 plan and solicit acceptances thereof, will be held before Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York (the "Court"), One Bowling Green, New York, New York, on June 9, 2003 at 9:45 a.m. prevailing Eastern Time (the "Hearing").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court electronically in accordance with General Order M-182 (General Order M-182 and the User's Manual for the Electronic Case Filing System can be found at www.nysb.uscourts.gov, the official website for the Bankruptcy Court), by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), Wordperfect or any other Windows-based word processing format (with a hard-copy delivered directly to Chambers), and shall be served in accordance with General Order M-182, upon (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Paul M. Basta), (ii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st floor, New York, New York 10004 (Attn: Mary E. Tom), (iii) Milbank, Tweed, Hadley & McCloy, 1 Chase Manhattan Plaza, New York, New York 10005, the attorneys for the Debtors' prepetition lenders (Attn: Allan S. Brilliant), (iv) Shearman and Sterling, 599 Lexington Avenue, New York, New York 10022, attorneys for the JPLs (Attn: James L. Garrity, Jr.), (v) Brown Rudnick Berlack Israels LLP, 120 West 45th Street, New York, New York 10036, attorneys for the statutory committee of unsecured creditors (Attn: Edward S. Weisfelner),

(vi) Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas, New York, New York 10019, attorneys for Hutchison, (Attn: Stephen J. Shimshak), (vi) Latham & Watkins, 885 Third Avenue, Suite 1000, New York, New York 10022-4800, attorneys for ST Telemedia, (Attn: Martin N. Flics), and (vii) those parties entitled to notice pursuant to this Court's order dated January 28, 2002, establishing notice procedures in these the above-captioned cases, so as to be received no later than June 3, 2003 at 4:00 p.m.

Dated: May 14, 2003
New York, New York

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	
	:	Chapter 11 Case No.
	:	
GLOBAL CROSSING LTD., <u>et al.</u> ,	:	02-40188 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	

**MOTION PURSUANT TO SECTIONS 105(a), 363(b)(1), AND 1121 OF THE
BANKRUPTCY CODE FOR AUTHORIZATION TO (i) AMEND THE
PURCHASE AGREEMENT, (ii) GRANT CERTAIN RELEASES TO
HUTCHISON TELECOMMUNICATIONS LIMITED, AND (iii) EXTEND
EXCLUSIVE PERIODS DURING WHICH DEBTORS MAY FILE A
CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF**

TO THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE:

Global Crossing Ltd. ("GCL") and its debtor subsidiaries as debtors and
debtors in possession (the "Debtors") respectfully represent:

Preliminary Statement

1. On August 9, 2002, the United States Bankruptcy Court for the
Southern District of New York (the "Court") approved that certain purchase agreement (the
"Purchase Agreement") among GCL, Global Crossing Holdings Ltd. ("GC Holdings"), the

Joint Provisional Liquidators appointed by the Supreme Court of Bermuda in joint provisional liquidation cases commenced by certain of the Debtors in Bermuda (the "JPLs"), Singapore Technologies Telemedia Pte Ltd. ("ST Telemedia"), and Hutchison Telecommunications Limited ("Hutchison," and together with ST Telemedia, the "Investors").

2. The Purchase Agreement is the basis for the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (as such plan has been amended from time to time, the "Plan") confirmed by order of the Court, dated December 26, 2003 (the "Confirmation Order"). On the "closing" described in the Purchase Agreement (the "Closing"), the Investors agreed to pay the Debtors a combined \$250 million for 61.5% of the equity in a newly-formed company ("New GX"), to which GCL and GC Holdings shall transfer substantially all of their assets (the "Transaction").

3. The Transaction (and therefore the consummation of the Plan) is contingent on obtaining regulatory approvals from various state, federal, and foreign agencies or jurisdictions. Most regulatory approvals were obtained. However, certain regulatory agencies had not granted approval of Hutchison's proposed investment in the company within a reasonable period of time. Accordingly, Hutchison recently exercised its contractual rights to withdraw as a potential investor, and ST Telemedia exercised its contractual rights to assume Hutchison's rights and ongoing obligations under the Purchase Agreement.

4. Due to the increase in the ownership percentage of New GX to be held by ST Telemedia (from 30.75% to 61.5%), the Debtors have to amend certain regulatory filings already obtained and re-file certain other filings, including those of the Federal

Communications Commission (“FCC”) and the Committee on Foreign Investment in the United States (“CFIUS”). The Debtors estimate that the extended regulatory process may take three or more months to complete. The Purchase Agreement, however, by its terms is terminable after April 30, 2003, by either the Debtors or ST Telemedia (the “Voluntary Termination Date”). After considering all their alternatives (including maintaining the status quo while continuing to seek regulatory approval or terminating the Purchase Agreement to pursue unidentified restructuring alternatives), the Debtors have determined that it is in the best interest of their respective estates and creditors to amend the Purchase Agreement and thereby obtain ST Telemedia’s agreement to extend the Voluntary Termination Date through the anticipated regulatory process.

5. By this motion, the Debtors seek Court approval of (i) Amendment Number 2 to the Purchase Agreement, attached hereto as Exhibit A (“Amendment No. 2”), which, among other things, extends the Voluntary Termination Date through October 14, 2003; (ii) certain mutual releases between the Debtors and Hutchison in connection with its withdrawal from the Purchase Agreement; and (iii) an extension of the exclusive period during which the Debtors may (A) file a chapter 11 plan (the “Exclusive Filing Period”) and (B) solicit acceptances of such plan (the “Exclusive Solicitation Period”). The Debtors seek to extend the Exclusive Filing Period to the earlier of (i) October 28, 2003, or (ii) in the event the Purchase Agreement is terminated in accordance with its terms by any of the parties thereto, two (2) weeks from the date of such termination (the “Extended Exclusive Filing Period”). The Debtors seek to extend the Exclusive Solicitation Period until sixty (60) days after the Extended Exclusive Filing Period (the “Extended Exclusive Solicitation Period”).

Background

6. On January 28, 2002 (the "Commencement Date"), GCL and certain of its debtor subsidiaries each commenced a case in the United States Bankruptcy Court for the Southern District of New York under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code," such entities, together with their affiliates that commenced cases on April 24, 2002, August 4, 2002, and August 30, 2002, ("Global Crossing" or the "Debtors"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. No trustee has been appointed in these cases. On February 7, 2002, the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors Committee"). On November 21, 2002, the Court entered an order directing the appointment of an examiner (the "Examiner") to review certain financial and accounting records of the Debtors. On November 25, 2002, the U.S. Trustee appointed Martin E. Cooperman as the Examiner.

8. Each of the Debtors incorporated in Bermuda (collectively the "Bermuda Group") has commenced a coordinated proceeding in the Supreme Court of Bermuda. The Supreme Court of Bermuda has issued an order appointing certain principals of KPMG International as the JPLs of the Bermuda Group. The Supreme Court of Bermuda has directed the JPLs to oversee the continuation of Global Crossing under the control of its Board of Directors and under the supervision of the Supreme Court of Bermuda and this Court in effecting a plan of reorganization under the Bankruptcy Code.

9. On September 16, 2002, the Debtors filed with the Court the Debtors' Plan and the Disclosure Statement with respect to the Plan (as such disclosure statement has

been amended from time to time, the “Disclosure Statement”). On October 21, 2002, the Court entered an order approving the Disclosure Statement. Commencing on December 4, 2002, hearings were held in respect of confirmation of the Plan. On December 26, 2002, the Court entered the Confirmation Order.

Jurisdiction

10. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § § 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. § § 1408 and 1409.

The Purchase Agreement

11. Under the Purchase Agreement, the Debtors are obligated to transfer substantially all the assets of GCL and GC Holdings to New GX.¹ The Investors are obligated to invest \$250 million for 61.5% of the equity (originally crafted as 30.75% for each Investor) in New GX. Under the Plan, certain new debt obligations of New GX, the remaining equity of New GX, and certain cash and other assets of the Debtors will be distributed to creditors. The obligations of the parties to the Purchase Agreement are conditioned on the occurrence of a number of conditions (most of which the Debtors believe have been satisfied), including the receipt of various regulatory approvals.

¹ As more fully set forth in the Purchase Agreement, the following assets are excluded from the transfer: (i) cash necessary to pay exit costs and, subject to a \$7 million cap, post-confirmation administrative expenses, (ii) \$13 million in restricted cash held in a Bermuda bank account for the benefit of the JPLs, (iii) avoidance and other causes of action of GX other than those against vendors, customers, directors or officers of New GX (subject to certain exceptions), and (iv) the shares of capital stock of GC Holdings held by GCL. References in this Motion to terms of the Purchase Agreement, Amendment No. 2, the exhibits thereto, and other exhibits hereto, are qualified in their entirety by the terms of such documents. Nothing in this Motion is intended to prejudice the existing rights of the Debtors and ST Telemedia under the Purchase Agreement.

12. The Debtors and the Investors originally anticipated that all necessary regulatory approvals would be obtained by April 30, 2003. The parties decided not to make April 30 a fixed “drop dead” or termination date for the agreement, because it was possible that such approvals could be delayed well beyond that period. Accordingly, the parties established April 30, 2003, as the time after which the Debtors or either of the Investors would have the right voluntarily to terminate their obligations under the Purchase Agreement (see section 7.1(b) of the Purchase Agreement).

13. Termination by either Investor does not terminate the Purchase Agreement. Under section 8.3(b) of the Purchase Agreement, if one of the Investors terminates its obligations, the other Investor has the right, in its sole discretion and without the consent of the terminating Investor or GCL, to assume the rights and obligations of the terminating Investor.

**Hutchison Terminates Its
Obligations under the Purchase Agreement**

14. Despite working closely with the relevant authorities in the United States to address regulatory concerns, it has not been possible for Hutchison and the federal government to reach agreement on an appropriate structure that is fully satisfactory to all parties concerned within a reasonable investment time frame.

15. As a result, pursuant to a letter, dated April 30, 2003 (the “Hutchison Letter”), attached hereto as Exhibit B, and in accordance with section 7.1(b) of the Purchase Agreement, Hutchison terminated its rights and obligations under the Purchase Agreement. As discussed above, the Hutchison Letter did not terminate the Purchase Agreement; rather, it terminated only its own rights and obligations thereunder. In a separate letter, dated April

30, 2003 (the "ST Telemedia Letter"), attached hereto as Exhibit C, and pursuant to section 8.3(b) of the Purchase Agreement, ST Telemedia assumed the rights and ongoing obligations of Hutchison under the Purchase Agreement.

16. In connection with Hutchison's termination of the Purchase Agreement, the Debtors and Hutchison agreed to provide each other with mutual releases. In a letter, dated April 30, 2002 (the "Global Crossing Letter"), attached hereto as Exhibit D, GCL and GC Holdings acknowledged Hutchison's termination. Moreover, in the Global Crossing Letter, GCL, GC Holdings, and Hutchison mutually, irrevocably, and unconditionally agreed (subject to approval of the Court) to release and discharge each other and their officers, directors, shareholders, employees, advisors, attorneys, financial advisors and other professional advisors, agents and representatives from any and all liabilities, obligations and claims of any nature whatsoever arising under or relating to the Purchase Agreement (the "Mutual Releases").

17. GCL and GC Holdings further agreed that any plan proposed by GCL and GC Holdings under chapter 11 of the Bankruptcy Code and any schemes of arrangement under the laws of Bermuda (the "Schemes of Arrangement") shall preserve and contain release, injunction, and exculpation protection in favor of Hutchison and, except as expressly provided in the Plan and the Schemes of Arrangement, all of Hutchison's officers, directors, shareholders, employees, advisors, attorneys, financial advisors, accountants, other professional advisors, agents and representatives and other protected persons or entities identical in form, scope, and substance to those presently existing under the Plan, the Confirmation Order, the Schemes of Arrangement, and any order of the Supreme Court of

Bermuda sanctioning the Schemes of Arrangement pursuant to the Companies Act 1981 of Bermuda.

Alternatives Available to the Debtors

18. At this point in the case, the Debtors have three alternatives available to them. The risks and costs of each alternative must be weighed against the others. The first alternative is to amend the Purchase Agreement to extend the Voluntary Termination Date to a date after the expected revised regulatory process. The second alternative is to continue to seek regulatory approvals without making any changes to the Purchase Agreement. The final alternative is to terminate the Purchase Agreement now.

19. The Debtors have determined that the first alternative – amending the Purchase Agreement – is by far the best for their respective estates and creditors. The advantage of extending the Voluntary Termination Date is to obtain ST Telemedia’s commitment (subject to the terms of the Purchase Agreement) to make its \$250 million investment (twice ST Telemedia’s original commitment) through the balance of the expected regulatory process. The only risk is that regulatory approval for completing the Transaction with ST Telemedia will be further delayed or denied.

20. Neither of the other available alternatives are attractive. Most importantly, the second alternative – maintaining the status quo – is not really an option because the Debtors believe that ST Telemedia would terminate the Purchase Agreement without a commitment by the Debtors to be bound through the balance of the regulatory process. Even if ST Telemedia were willing to continue seeking regulatory approval without such a commitment, the Debtors would be risking a later termination (or renegotiation under threat of termination) by ST Telemedia.

21. Terminating the Purchase Agreement now is not an attractive alternative because it is likely to delay significantly the Debtors' emergence from chapter 11. While the Debtors have made remarkable strides in maintaining their customer base and operations through this regulatory process, it is clear that they will not thrive until they emerge from bankruptcy. For a variety of reasons, additional delay and expense is inherent in any termination scenario. First, there is no guaranty that an acceptable purchaser or transaction will be available. The Debtors have already engaged in a multi-month auction process. The culmination of that process was the execution of the Purchase Agreement because Hutchison and ST Telemedia made the best proposal to the Debtors. Nothing has changed at the Debtors or in the industry since the execution of the Purchase Agreement to lead the Debtors to believe that a significantly better transaction is available.

22. Second, even if an alternative transaction were available, pursuing that possibility would significantly delay the case. The process would require the Debtors to re-auction the company, renegotiate a new purchase agreement, draft a new disclosure statement and plan of reorganization, solicit acceptances for the new plan, and confirm the new plan. The time, expense, and risk attendant to this alternative outweigh its possible benefits, and there are no assurances that if the Debtors terminated their relationship with ST Telemedia, they would be able to complete a deal with new investors.

23. Finally, termination of the Purchase Agreement will not obviate the need for or speed up the regulatory process. In general, the transfer of a controlling interest in the Debtors' licenses to *any third party* must be approved by the FCC. The typical timeline for FCC approval is approximately six months or more. Unlike the alternative of amending the Purchase Agreement and continuing with ST Telemedia, which the Debtors

have submitted in an amendment to their existing FCC application, a new investor will have to start the regulatory process from scratch.

Amendment No. 2 to the Purchase Agreement

24. The principal purpose of Amendment No. 2 to the Purchase Agreement is to extend the Voluntary Termination Date in section 7.1(b) from April 30, 2003, until five months after the filing of this Motion (i.e., until October 14, 2003). The amendment also makes a number of conforming and mechanical changes to the Purchase Agreement to reflect the fact that there is only one remaining Investor, including:

- clarification that the term “the Investors” or similar terms that reflect the existence of more than one Investor refer solely to ST Telemedia;
- confirmation that Hutchison’s right and obligation to subscribe to shares in New GX have been assigned to and assumed by ST Telemedia and that ST Telemedia has agreed to pay the entire purchase price of \$250 million;
- modification to section 4.4 of the Purchase Agreement to make it clear that ST Telemedia may appoint eight of the ten directors on New GX’s board of directors (ST Telemedia original four plus the four that would have been appointed by Hutchison);
- deletion of sections 6.2(b), 6.2(i), and 7.1(g) of the Purchase Agreement (since they are no longer applicable); and
- deletion of the reference to the “other” Investor in sections 6.2(c) and 7.1(c) of the Purchase Agreement.

25. In addition to the reimbursement rights provided to ST Telemedia in the Purchase Agreement, Amendment No. 2 obligates GCL to reimburse ST Telemedia for additional reasonable, actual, documented, out-of-pocket costs and expenses incurred by ST Telemedia in connection with these chapter 11 cases for the period commencing on May 25, 2003, until the Transaction closes or the Purchase Agreement is terminated. Up to an additional \$2.25 million will be paid in the ordinary course. Thereafter, an additional \$2.25

million will be paid, but only upon the earlier to occur of the closing of the Transaction or termination of the Purchase Agreement. In the event such additional payment is due upon any termination which results in the payment of liquidated damages under section 7.3 of the Purchase Agreement, the additional \$2.25 million will be credited against those liquidated damages.

26. In addition, Amendment No. 2 contemplates the delivery of a “confirmation letter” to reduce the risk that either party will be able to assert a default under the Purchase Agreement prior to the closing of the transactions contemplated thereby. (The form of the confirmation letter is attached to Amendment No. 2 as Exhibit A.) If this letter is delivered it will contain acknowledgements to the extent set forth therein regarding any breaches under the Purchase Agreement or the existence of any “Material Adverse Affect” (as defined in the Purchase Agreement). In this letter, GCL will acknowledge that it is not aware of any breach of the Purchase Agreement by ST Telemedia. The proposed confirmation letter would also, to the extent provided therein, contain ST Telemedia’s agreement to:

- remove GCL’s obligation to use commercially reasonable efforts to maintain its ownership interest in Asia Global Crossing;
- waive compliance with the financial tests in section 6.2(d) of the Purchase Agreement;
- waive compliance with respect to section 4.10 of the Purchase Agreement with respect to certain of the contracts listed in that section; and
- waive compliance with the financial tests in section 6.2(e) of the Purchase Agreement as long as exit costs that arise between the date of the confirmation letter and the closing of the Transaction, together with those costs that have been reported to ST Telemedia, do not exceed the amounts specified in that section.

These acknowledgements and waivers are advantageous to the Debtors because they remove significant conditionality from the closing of the Transaction.²

Legal Authority

27. Section 363(b)(1) states “The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1) (2000). “Property of the estate” includes “any interest in property that the estate acquires after the commencement of the case.” 11 U.S.C. § 541(a)(7). Contractual rights are intangible property which is included within the definition of property of the estate. See, e.g., LTV Corp. v. Aetna Casualty and Surety Co. (In re Chateaugay Corp.), 116 B.R. 887, 898 (Bankr. S.D.N.Y. 1990).

28. Although Bankruptcy Code section 363 does not set forth a standard for determining when it is appropriate for a court to authorize the use of property of the estate, courts in the Second Circuit and others, in applying this section, have required that it be based upon the sound business judgment of the debtor. In re Chateaugay Corp., 973 F.2d 141 (2d Cir. 1992) (holding that a judge determining a § 363(b) application must find from the evidence presented before him a good business reason to grant such application); Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983) (same); Stephens Indus. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986) (holding that “bankruptcy court can authorize a sale of all of a chapter 11 debtor’s assets under § 363(b)(1) when a sound business purpose dictates such action”); In re Phoenix Steel

² If ST Telemedia determines not to deliver the confirmation letter prior to the hearing date on this Motion, GCL has the right to withdraw its request for Court approval of Amendment No. 2.

Corp., 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (stating that judicial approval of a section 363 sale requires a showing that the proposed sale is fair and equitable, a good business reason exists for completing the sale and that the transaction is in good faith).

29. The Debtors have determined, in their sound exercise of business judgment, that Amendment No. 2 is in the best interests of the Debtors, their creditors, and all parties in interest. Hutchison is no longer a party to the Purchase Agreement and, as a result, the regulatory approval process will take several months to complete. With respect to certain regulatory authorities, the Debtors are required to submit amended applications for regulatory approval, and in at least several instances, the Debtors must submit a new application.

30. As described above, the Debtors have only three alternatives. One of the alternatives – maintaining the status quo without amending the Purchase Agreement – is not really available because the Debtors believe that ST Telemedia would terminate the Purchase Agreement under those circumstances. Another alternative – the Debtors' termination of the Purchase Agreement at this time – is fraught with risk, delay, and additional expense.

31. The only alternative that makes sense is to amend the Purchase Agreement to extend the Voluntary Termination Date by five months and seek regulatory approval for a Transaction based on an increased investment by ST Telemedia. The Debtors already have a confirmed Plan that is contingent only on the approval of the Transaction by the regulatory authorities. Much of the work required for regulatory approval is complete and only in certain instances will the Debtors be required to submit amended or new applications for regulatory approval. Although continuing the regulatory approval process

will require an investment of the Debtors' time and money, this cost pales in comparison to the cost and risk associated with re-auctioning the company and confirming a new plan of reorganization.

32. In addition, the Debtors believe that agreeing to reimburse ST Telemedia for its actual expenses is reasonable under the circumstances. The Purchase Agreement already provides for such reimbursement. Amendment No. 2 effectively lifts the cap on those costs, but limits them to \$4.5 million as described above. For these reasons, the Debtors respectfully request the Court to approve Amendment No. 2.

Debtors Seek Approval of Mutual Releases

33. Pursuant to section 363(b)(1), the Debtors seek the Court's approval of the Mutual Releases. The Debtors' contract rights are property of the estate, see, e.g., LTV Corp. v. Aetna Casualty and Surety Co. (In re Chateaugay Corp.), 116 B.R. 887, 898 (Bankr. S.D.N.Y. 1990), and any use of property of the estate (including the modification of contractual rights) must be in the best business judgment of the Debtors. See In re Chateaugay Corp., 973 F.2d 141 (2d Cir. 1992); Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983); Stephens Indus. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986)

34. The Mutual Releases are in the best business judgment of the Debtors. Hutchison and the Debtors are amicably terminating their relationship without the prospect of bringing claims and causes of action against each other in the future. The Debtors do not believe that Hutchison has breached the Purchase Agreement, therefore, by granting their release, the Debtors do not believe they are releasing any claims of value. In addition, without Hutchison's withdrawal, regulatory approval of the Purchase Agreement would be

further delayed. Hutchison's termination and ST Telemedia's assumption of all of Hutchison's rights and ongoing obligations provide the Debtors with the quickest and least expensive route to regulatory approval. Moreover, Hutchison is releasing the Debtors from any liability under the Purchase Agreement.

Exclusivity

35. From the commencement of their chapter 11 cases and by operation of section 1121 of the Bankruptcy Code, the Debtors have maintained their Exclusive Filing Period and Exclusive Solicitation Period (together, the "Exclusivity Periods"). Upon filing the most recent motion to extend the Exclusivity Periods, dated March 20, 2003 (the "Fourth Exclusivity Motion"), the Court, on April 21, 2003, entered an order granting the extension sought therein (the "Fourth Exclusivity Order"). Pursuant to the Fourth Exclusivity Order, the Exclusive Filing Period was extended to the earlier of (i) May 15, 2003, or (ii) in the event the Purchase Agreement is terminated in accordance with its terms by any of the parties thereto, two (2) weeks from the date of such termination. In addition, the Court extended the Exclusive Solicitation Period of their plan of reorganization until sixty (60) days after the Exclusive Filing Period.

36. By this Motion, the Debtors seek to extend the Exclusive Filing Period to allow sufficient time for the Debtors to obtain approval from the regulatory authorities, based on their new circumstances. Because the Debtors will be required to re-submit the Transaction to a number of federal, state, and local regulatory authorities, the Debtors require additional time to protect their respective estates and consummate the Plan. Therefore, the Debtors request approval of the Extended Exclusive Filing Period and Extended Exclusive Solicitation Period. These extensions will provide the Debtors with sufficient time to obtain

the necessary approvals or, in the alternative, if necessary, to formulate and file a new plan of reorganization without having the destabilizing effects of competing plans.

Extending the Exclusivity Periods

37. Section 1121(b) of the Bankruptcy Code provides for an initial period of 120 days after the commencement of a chapter 11 case during which a debtor has the exclusive right to propose and file a chapter 11 plan. Section 1121(c)(3) of the Bankruptcy Code provides that if the debtor files a plan within the 120 days after the commencement of a case, the debtor has a period of 180 days after the commencement of the cases to obtain acceptance of such plan, during which time competing plans may not be filed.

38. Section 1121(d) of the Bankruptcy Code permits the court to extend a debtor's exclusive periods upon a demonstration of "cause." Section 1121(d) provides:

On request of a party in interest made within the respective periods specified in subsections (b) and (c) of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section.

11 U.S.C. § 1121(d).

39. Although the Bankruptcy Code does not define the term "cause," the legislative history indicates it is intended to be a flexible standard to balance the competing interests of a debtor and its creditors. See H.R. Rep. No. 95-595, at 231, 232 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6191. The Court has enumerated the following factors, which should be considered when determining whether exclusivity should be extended:

- (a) the size and complexity of the debtor's case;
- (b) the existence of good faith progress towards reorganization;

- (c) a finding that the debtor is not seeking to extend exclusivity to pressure creditors “to accede to [the debtors’] reorganization demands”;
- (d) existence of an unresolved contingency [e.g., ongoing negotiations that will not conclude within the Exclusive Periods, but where the subject matter of the negotiations is vital to reorganization and, if successful, the negotiations would likely enable the debtor to file a successful plan of reorganization]; and
- (e) the fact that the debtor is paying its bills as they come due.

In re McLean Indus., Inc., 87 B.R. 830, 834 (Bankr. S.D.N.Y. 1987).

Cause Exists to Extend the Exclusivity Periods

40. Each factor set forth above weighs toward granting an extension of the Exclusivity Periods. Earlier in these cases, the Debtors timely sought extensions of the Exclusivity Periods because the Debtors required additional time to resolve certain critical business issues and formulate and negotiate the Plan. When the Debtors filed their Fourth Exclusivity Motion, the Court had already confirmed the Plan and the Debtors were continuing their efforts to obtain the requisite regulatory approvals and to finalize their financial reporting for the end of 2002 in order to satisfy the closing conditions under the Purchase Agreement.

41. Since that time, the Debtors believe they have satisfied most of the closing conditions to the Purchase Agreement including the requisite financial covenants and exit cost requirements. The Debtors have entered into several settlement agreements with parties to executory contracts and unexpired leases, whereby the Debtors have successfully negotiated reduced cure costs to be paid in connection with assumption of such agreements pursuant to section 365 of the Bankruptcy Code. The Debtors have also resolved numerous

claims with respect to amounts owed to network access providers, vendors, and certain taxing authorities, as well as amounts in respect of pending litigation.

42. The Debtors are in the process of arranging a working capital facility for New GX in connection with the effective date of the Plan. Currently, the Debtors are negotiating a facility with two prospective lenders, General Electric Capital Corporation (“GE Capital”) and Merrill Lynch Capital (“Merrill”). On March 24, 2003, the Court approved the Debtors’ Motion Pursuant to Sections 363 and 503 of the Bankruptcy Code for Authorization to Enter Into a Work Fee Letter (the “Work Fee Letter”) in Connection With Proposed Exit Financing with GE Capital. Pursuant to the Work Fee Letter, the Debtors have agreed to (i) reimburse the reasonable out of pocket costs and expenses of the prospective lenders, (ii) deliver \$500,000 as a deposit against such expenses, and (iii) indemnify the prospective lenders in connection with the proposed working capital facility.

43. On April 14, the Court approved the Debtors’ Motion Pursuant to Sections 363 and 503 of the Bankruptcy Code for Authorization to (i) Enter into a Commitment Letter in Connection with Proposed Exit Financing and (ii) Pay Fees and Expenses in Connection Therewith. Although neither prospective lender has provided a commitment letter to the Debtors, negotiations are ongoing, with the hope that a working capital facility will be in place upon the effective date of the Plan so as to facilitate the mechanics of obtaining such a facility and enhance the business prospects of New GX.

44. As described above, the Debtors now need to continue the regulatory approval process with ST Telemedia as the sole Investor, which will include submitting amended and new applications for approval from certain regulatory authorities. While the Debtors are confident that they will obtain such approvals, the regulatory process will require

several months to complete. The failure to extend the Exclusivity Periods during this time would cause the Debtors to be confronted with the challenges of continuing to operate their business and working diligently to obtain the requisite regulatory approvals under these new circumstances, while simultaneously assessing competing plans that may be filed and contending with the destabilizing effects that such events would have on their business, employees, vendors, and customers. Such a situation would have a destructive effect on the Debtors, their estates, their creditors, and all parties in interest.

45. In the event that any of the regulatory authorities do not approve the Purchase Agreement and the Debtors are forced to abandon the Plan, the Debtors seek an opportunity to propose and solicit a new plan of reorganization without competing plans. The Exclusivity Periods have permitted the Debtors to negotiate and reach reasonable agreement with the Creditors Committee and the Debtors' prepetition lenders. If the Debtors do not maintain the exclusive right to present and file a plan of reorganization and solicit acceptances thereof, the Debtors will lose the benefit derived from these negotiations that have permitted the parties in interest to amicably work together in the absence of competing plans to form reasonable terms of reorganization.

Waiver of Memorandum of Law

46. Pursuant to Case Management Order Number 2, dated March 19, 2003, this Motion satisfies rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York.

47. No previous request for the relief sought herein has been made to this or any other court.

WHEREFORE the Debtors request that the Court grant the relief requested herein and such other and further relief as is just.

Dated: May 14, 2003
New York, New York

/s/ Michael F. Walsh
Michael F. Walsh (MFW 8000)
Paul M. Basta (PMB 4434)

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Attorneys for Debtors and
Debtors In Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
 : Chapter 11 Case No.
 :
GLOBAL CROSSING LTD., et al., : 02-40188 (REG)
 :
Debtors. : (Jointly Administered)
 :
-----X

**ORDER PURSUANT TO SECTIONS 105(a), 363(b)(1), AND
1121 OF THE BANKRUPTCY CODE FOR AUTHORIZATION
TO (i) AMEND THE PURCHASE AGREEMENT, (ii) GRANT
CERTAIN RELEASES TO HUTCHISON TELECOMMUNICATIONS
LIMITED, AND (iii) EXTEND EXCLUSIVE PERIODS DURING WHICH DEBTORS
MAY FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF**

Upon the motion dated May 14, 2003 (the "Motion") of Global Crossing Ltd. ("GCL") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors") pursuant to sections 105(a), 363(b)(1), and 1121 of the United States Code (the "Bankruptcy Code") for authorization to (i) amend that certain purchase agreement (the "Purchase Agreement") among GCL, Global Crossing Holdings Ltd. ("GC Holdings"), the Joint Provisional Liquidators appointed by the Supreme Court of Bermuda in these chapter 11 cases (the "JPLs"), Singapore Technologies Telemedia Pte Ltd. ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), (ii) grant certain releases to Hutchison, and (iii) extend the exclusive periods during which the Debtors may file a chapter 11 plan (the "Exclusive Filing Period") and solicit acceptances thereof (the "Exclusive Solicitation Period"), all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of

the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Office of the United States Trustee for the Southern District of New York, the official committee of unsecured creditors appointed in these chapter 11 cases, the attorneys for the Debtors' prepetition bank lenders, the Joint Provisional Liquidators appointed by the Supreme Court of Bermuda in respect of certain of the Debtors herein and their attorneys, the attorneys for Hutchison, the attorneys for ST Telemedia, and those parties entitled to notice pursuant to this Court's order dated January 28, 2002 establishing notice procedures in these cases, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it further appearing upon the Motion and all of the proceedings had before the Court that the relief requested in the Motion is within the Debtors' sound business judgment and will aid in the Debtors' reorganization; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is approved; and it is further

ORDERED that pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, the Court approves Amendment No. 2 to the Purchase Agreement, attached hereto as Exhibit A; and it is further

ORDERED that pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Court approves the mutual releases by and between GCL, GC Holdings, and Hutchison, set forth in the letter attached hereto as Exhibit B; and it is further

ORDERED that, pursuant to section 1121(d) of the Bankruptcy Code, the Debtors' Exclusive Filing Period is extended to the earlier of (i) October 28, 2003, or (ii) in the event the Purchase Agreement is terminated in accordance with its terms by any of the parties thereto, two weeks from the date of such termination (the "Extended Exclusive Filing Period"); and it is further

ORDERED that the Exclusive Solicitation Period is extended until sixty (60) days after the Extended Exclusive Filing Period; and it is further

ORDERED that the extensions of the Exclusive Filing Period and Exclusive Solicitation Period granted herein are without prejudice to such further requests that may be made pursuant to section 1121(d) of the Bankruptcy Code by the Debtors or any party in interest, for cause shown, upon notice and a hearing; and it is further

ORDERED that notwithstanding any applicability of rules 6004(g), 7062, or 9014 of the Federal Rules of Bankruptcy Procedures, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that, pursuant to Case Management Order Number 2 dated March 19, 2003, the Motion satisfies the requirements of rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York.

Dated: June ____, 2003
New York, New York

UNITED STATES BANKRUPTCY JUDGE

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EXHIBIT A

Amendment No. 2 to the Purchase Agreement

**AMENDMENT NO. 2 TO
PURCHASE AGREEMENT**

This Amendment No. 2 (this "Amendment No. 2"), dated as of May 13, 2003, is by and among Global Crossing Ltd., a company organized under the Laws of Bermuda (the "Company"), Global Crossing Holdings Ltd., a company organized under the Laws of Bermuda ("GX Holdings"), and Singapore Technologies Telemedia Pte Ltd, a company organized under the Laws of Singapore ("ST Telemedia"), and amends the Purchase Agreement, dated as of August 9, 2002, by and among the Company, GX Holdings, the Joint Provisional Liquidators of the Company and GX Holdings (the "Joint Provisional Liquidators"), ST Telemedia and Hutchison Telecommunications Limited, a company organized under the Laws of Hong Kong ("Hutchison"), as amended by the Amendment to Purchase Agreement dated as of December 20, 2002 (as amended, the "Agreement"). Capitalized terms used but not defined herein have the meanings given thereto in the Agreement.

WHEREAS, as set forth in a letter dated April 30, 2003 from Hutchison to the other parties to the Agreement, Hutchison terminated its rights and obligations under the Agreement pursuant to Section 7.1(b) thereof, and not those of ST Telemedia (the "Hutchison April 30, 2003 Letter");

WHEREAS, as set forth in a letter dated April 30, 2003 from ST Telemedia to the other parties to the Agreement, ST Telemedia assumed the rights and obligations of Hutchison under the Agreement pursuant to Section 8.3(b) thereof (the "ST Telemedia April 30, 2003 Letter");

WHEREAS, pursuant to a letter dated April 30, 2003 from the Company to Hutchison and ST Telemedia (the "Acknowledgement Letter"), the Company acknowledged and agreed with such termination by Hutchison and acknowledged such assumption by ST Telemedia;

WHEREAS, pursuant to Section 5.8 of the Agreement, the Joint Provisional Liquidators have delivered their express consent to the execution of this Amendment No. 2 by the parties hereto; and

WHEREAS, in connection with the Hutchison April 30, 2003 Letter, the ST Telemedia April 30, 2003 Letter and the Acknowledgement Letter, the parties hereto desire, upon the approval of the U.S. Bankruptcy Court of this Amendment No. 2, to effect certain amendments to the Agreement to reflect ST Telemedia's continuing as the sole Investor under the Agreement, and to make certain other amendments as hereinafter set forth, and such amendments may be effected pursuant to Section 8.6 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment No. 2 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Interpretation. In giving effect to the Hutchison April 30, 2003 Letter, the ST Telemedia April 30, 2003 Letter and the Acknowledgement Letter, and for the avoidance of doubt:

(a) Hutchison's right and obligation to subscribe for the New Company Shares under Article I of the Agreement shall be assigned to and assumed by ST Telemedia such that, at the Closing, ST Telemedia shall subscribe for, and the Company shall cause New GX to issue to ST Telemedia, or to a subsidiary of ST Telemedia to which it is entitled to assign its rights pursuant to Section 8.3 of the Agreement, 6,600,000 New Common Shares and 18,000,000 New Preferred Shares, and ST Telemedia shall pay to New GX an aggregate Purchase Price of \$250,000,000 for the New Company Shares.

(b) All references in the Agreement to "each Investor", "each of the Investors", "either Investor", "the Investor", "the Investors" or similar terms which reflect the existence of more than one "Investor" shall refer solely to ST Telemedia. All references in the Agreement to "Hutchison" (other than in Article III of the Agreement) shall refer to ST Telemedia. In each case, where the Agreement or the other Transaction Documents provides for ST Telemedia and Hutchison to provide a decision, approval, consent, waiver or judgment, such decision, approval, consent, waiver or judgment shall be provided solely by ST Telemedia.

(c) The rights of Hutchison under the Agreement which have been assigned to, and the obligations of Hutchison under the Agreement which have been assumed by, ST Telemedia are as set forth in the ST Telemedia April 30, 2003 Letter and the Acknowledgment Letter.

2. Amendments. Pursuant to Section 8.6 of the Agreement, the parties agree as follows:

(a) The first sentence of Section 4.4 of the Agreement shall be amended and restated as follows:

"The Company agrees to take all actions necessary or appropriate such that, at Closing, the board of directors of New GX will be comprised of ten directors, eight of whom shall be nominated by ST Telemedia and two of whom shall be nominated by the Creditors' Committee."

(b) The text of Sections 6.2(b), 6.2(i) and 7.1(g) of the Agreement shall be deleted in their entirety and replaced with "[Intentionally Omitted]".

(c) Section 6.2(c) of the Agreement shall be amended and restated in its entirety as follows:

"(c) The Company shall have performed, satisfied and complied in all material respects with each of its covenants and agreements set forth in this Agreement and each of the other Transaction Documents to be performed, satisfied and complied with on or after the date hereof and prior to or at the Closing."

(d) Section 7.1(b) of the Agreement shall be amended and restated in its entirety as follows:

“(b) by the Company or the Investor if the Closing shall not have been consummated on or before the earlier of (i) the Outside Date and (ii) the date on which the Investor is notified in writing by the Company, a Subsidiary, or a Governmental Entity that a material Regulatory Approval has been denied, will not be approved, or has or will be approved subject to conditions that would constitute a Material Adverse Effect or have a material adverse effect on the Investor; provided, that (A) a party shall not be entitled to terminate this Agreement pursuant to this Section 7.1(b) if the failure of the Closing to occur by the relevant date is the result of any failure by such party to comply fully with its obligations hereunder (including without limitation its obligation to use its reasonable best efforts to obtain all Regulatory Approvals), and (B) in the event all of the conditions set forth in Article VI (other than conditions which, by their nature, can only be satisfied at Closing) shall have been satisfied or waived by the parties hereto on or before the Outside Date, other than the condition set forth in Section 6.2(e) regarding the Other Exit Costs as a result of a dispute regarding the calculation thereof, then the termination right set forth in this Section 7.1(b) shall not be available to the Company or the Investor until the date on which it is determined in accordance with Section 8.14 that the Company will not be able to satisfy such condition.”

(e) Section 7.1(c) of the Agreement shall be amended and restated in its entirety as follows:

“(c) by the Investor if the Company shall have breached its representations, warranties, covenants or other agreements contained in this Agreement in a manner which would cause the condition set forth in Section 6.2(a) or 6.2(c) to fail to have been met, or the condition set forth in the last sentence of Section 6.2(a) shall not have been satisfied;”

(f) A new definition of each of “Amendment No. 2 Filing Date” and “Outside Date” shall be added in alphabetical order in Section 8.1 of the Agreement to read as follows, respectively:

““Amendment No. 2 Filing Date” shall mean the date the Amendment No. 2, dated as of May 13, 2003 by and among the Company, GX Holdings and ST Telemedia, is submitted for approval to the U.S. Bankruptcy Court.”

““Outside Date” shall mean the date falling five months after the Amendment No. 2 Filing Date.”

(g) The references to “April 30, 2003” in Exhibit C of the Agreement shall be deleted and replaced with “the Outside Date”.

3. Representations and Warranties of the Company and GX Holdings. Each of the Company and GX Holdings hereby represents and warrants to ST Telemedia as follows:

(a) Due Authorization; Enforceability. Subject to the requirements that, (i) the Joint Provisional Liquidators consent to the Company’s and GX Holdings’ entry into this Amendment No. 2 (which consent has been obtained concurrently on the date hereof), (ii) the U.S. Bankruptcy Court approves the Company’s and GX Holdings’ entry into this Amendment No. 2 and (iii) the Joint Provisional Liquidators have not withdrawn their consent to the Company’s and GX Holding’s entry into the Agreement or this Amendment No. 2 pursuant to their fiduciary duties under Bermuda Law or pursuant to any order of the

Bermuda Court, each of the Company and GX Holdings has all right, corporate power and authority to enter into, execute and deliver this Amendment No. 2 and to consummate the transactions contemplated hereby. The execution and delivery by each of the Company and GX Holdings of this Amendment No. 2 and the compliance by each of the Company and GX Holdings with each of the provisions of this Amendment No. 2 are within the corporate power and authority of the Company and GX Holdings and have been duly authorized by all requisite corporate and other action of the Company and GX Holdings. This Amendment No. 2 has been duly and validly executed and delivered by the Company and GX Holdings and this Amendment No. 2 constitutes a legal, valid and binding agreement of the Company and GX Holdings, enforceable against the Company and GX Holdings in accordance with its terms.

(b) No Conflicts or Violations; Consents. Neither the execution, delivery or performance by each of the Company and GX Holdings of this Amendment No. 2 and the other transactions contemplated hereby will: (i) conflict with, or result in a breach or a violation of, any provision of the memorandum of association, certificate of incorporation or bylaws or other organizational documents of the Company or any Subsidiary; (ii) constitute, with or without notice or the passage of time or both, a breach, violation or default, create any Encumbrance, or give rise to any right of termination, modification, cancellation, prepayment, suspension, limitation, revocation or acceleration, under any Law applicable to or binding on the Company or any Subsidiary or any provision of any Commitment to which the Company or any Subsidiary is a party or pursuant to which any of them or any of their assets or properties is subject, except for breaches, violations, defaults, Encumbrances, or rights of termination, modification, cancellation, prepayment, suspension, revocation or acceleration, which would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; (iii) except for the approval by the U.S. Bankruptcy Court, the consent of the Joint Provisional Liquidators (which consent has been obtained concurrently on the date hereof) and any other Regulatory Approvals, require any consent, approval or authorization of, notification to, filing with, or exemption or waiver by, any Governmental Entity or any other Person on the part of the Company or any Subsidiary; or (iv) require a re-solicitation of votes of creditors in connection with the Bankruptcy Plan or Schemes of Arrangement.

4. Representations and Warranties of ST Telemedia. ST Telemedia hereby represents and warrants to the Company as follows:

(a) Due Authorization; Enforceability. ST Telemedia has all right, power and authority to enter into, execute and deliver this Amendment No. 2 and to consummate the transactions contemplated hereby. The execution and delivery by ST Telemedia of this Amendment No. 2 and the consummation by ST Telemedia of the transactions contemplated hereby (i) are within the power and authority of ST Telemedia and (ii) have been duly authorized by all necessary action on the part of ST Telemedia. This Amendment No. 2 constitutes a legal, valid and binding agreement of ST Telemedia, enforceable against ST Telemedia in accordance with its respective terms, except as such enforcement is limited by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors' rights generally and for limitations imposed by general principles of equity.

(b) Consents; No Violations. Neither the execution, delivery or performance by ST Telemedia of this Amendment No. 2 nor the consummation by ST Telemedia of the transactions contemplated hereby will: (i) conflict with, or result in a breach

or violation of, any provision of the organizational documents of ST Telemedia;
(ii) constitute, with or without notice or the passage of time or both, a breach, violation or default, create an Encumbrance, or give rise to any right of termination, modification, cancellation, prepayment, suspension, limitation, revocation or acceleration, under (A) any Law or (B) any provision of any Commitment of ST Telemedia, or to which ST Telemedia or any of its assets or properties is subject, except, with respect to the matters set forth in clause (B), for breaches, violations, defaults, Encumbrances, or rights of termination, modification, cancellation, prepayment, suspension, limitation, revocation or acceleration, which, individually or in the aggregate, could not have a material adverse effect on the ability of ST Telemedia to consummate the transactions contemplated hereby; or (iii) to the knowledge of ST Telemedia and except for the approval by the U.S. Bankruptcy Court, the consent of the Joint Provisional Liquidators (which consent has been obtained concurrently on the date hereof) and any other Regulatory Approvals, require any consent, approval or authorization of, notification to, filing with, or exemption or waiver by, any Governmental Entity or any other Person on the part of ST Telemedia.

5. Effectiveness; Cooperation. Notwithstanding anything contained herein, this Amendment No. 2 shall not become effective until the date it is approved by the U.S. Bankruptcy Court (such date, the "Amendment No. 2 Approval Date"). ST Telemedia hereby acknowledges and agrees that each of the Company and GX Holdings may withdraw any motion to the U.S. Bankruptcy Court to approve this Amendment No. 2 if ST Telemedia fails to sign and deliver to the Company a confirmation letter, substantially in the form of Exhibit A hereto, prior to the hearing date set by the U.S. Bankruptcy Court to approve this Amendment No. 2. Each party hereto agrees to cooperate with each other and to use its reasonable efforts to execute and deliver any instruments or documents and to take, or cause to be taken, all actions necessary, proper or advisable in order to give effect to the consummation of the transactions contemplated by this Amendment No. 2 (including without limitation the making of any necessary filings or notices and the seeking of all required approvals in connection with the Bankruptcy Case, the Bermuda Case or the Regulatory Approvals and the making of all necessary or desirable amendments to the Transaction Documents to give effect to this Amendment No. 2) and to otherwise carry out the intent of the parties under this Amendment No. 2.

6. Press Releases. ST Telemedia and the Company shall consult with each other before issuing any press release or public announcement pertaining to this Amendment No. 2 and shall not issue any such press release or make any such public announcement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any securities exchange or market, in which case the party proposing to issue such press release or make such public announcement shall use its reasonable efforts to consult in good faith with the other party before issuing any such press releases or making any such public announcements.

7. Fees and Expenses. In addition to, and not in diminution of, the reimbursement rights provided to ST Telemedia pursuant to Section 4.6 of the Agreement, the Company shall (a) promptly reimburse and pay to ST Telemedia all reasonable, actual, documented, out-of-pocket costs and expenses incurred by ST Telemedia, for the period commencing on May 25, 2002 and ending on the earlier to occur of the Closing Date or the termination of the Agreement by ST Telemedia or the Company in accordance with its terms, in connection with the Bankruptcy Case, the Schemes of Arrangement and the transactions

contemplated by the Agreement and the other Transaction Documents (collectively, the "ST Telemedia Expenses") up to an amount equal to \$2,250,000, and (b) reimburse and pay to ST Telemedia up to an additional \$2,250,000 for any ST Telemedia Expenses in excess of the \$2,250,000 payable under Section 7(a) above, promptly upon the earlier to occur of the Closing Date or the termination of the Agreement by ST Telemedia or the Company in accordance with its terms, provided however, (i) in each case, the Company shall not be required to reimburse ST Telemedia for any ST Telemedia Expenses that have already been reimbursed as Post-Petition Investors' Expenses pursuant to Section 4.6 of the Agreement and (ii) with respect to Section 7(b) above, in the event Liquidated Damages are payable to ST Telemedia under the Agreement in connection with any such termination of the Agreement, the amount of Liquidated Damages payable to ST Telemedia shall be offset dollar-for-dollar by any amounts paid to ST Telemedia by the Company under Section 7(b). The ST Telemedia Expenses shall include all out-of-pocket expenses, costs and other fees of Merrill Lynch (Singapore) Pte. Ltd., other than the success fees owed to Merrill Lynch (Singapore) Pte. Ltd. that are payable in connection with the successful consummation of the transactions contemplated by the Agreement and the other Transaction Documents.

8. Termination. Each of the Company, GX Holdings and ST Telemedia may terminate this Amendment No. 2 upon the occurrence of any of the following:

(a) The Amendment No. 2 Filing Date does not occur on or before May 14, 2003;

(b) The Company or GX Holdings, in accordance with the second sentence of Section 5 of this Amendment No. 2, withdraws the motion to the U.S. Bankruptcy Court to approve this Amendment No. 2; or

(c) The Amendment No. 2 Approval Date does not occur on or before June 9, 2003.

9. Confirmation of Agreement. Except as herein expressly amended, the Agreement shall remain in full force and effect in accordance with its terms.

10. Governing Law; Submission to Jurisdiction. This Amendment No. 2 shall be governed by and construed, interpreted and enforced first in accordance with and governed by the Bankruptcy Code and the applicable case law under the Bankruptcy Code and, to the extent that the Bankruptcy Code and the applicable case law under the Bankruptcy Code do not address the matter at hand, then, in accordance with and governed by the internal Laws of the State of New York, without giving effect to the principles of conflicts of law thereof. The parties hereby agree that, without limitation of any party's right to appeal any order of the U.S. Bankruptcy Court, (a) the U.S. Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Amendment No. 2 and to decide any claims or disputes that may arise or result from, or be connected with, this Amendment No. 2, any breach or default hereunder, or the transactions contemplated herein, and (b) any and all claims, causes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the U.S. Bankruptcy Court, and the parties hereby consent and submit to the jurisdiction of the U.S. Bankruptcy Court.

11. Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

12. Headings. The headings of the sections of this Amendment No. 2 have been inserted for convenience of reference only and shall not be deemed to be a part of this Amendment No. 2 or the Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment No. 2 as of the date so indicated in the preamble hereof.

GLOBAL CROSSING LTD. (in provisional
liquidation)

By: John B. McShane
Name: John B. McShane
Title: General Counsel

GLOBAL CROSSING HOLDINGS LTD. (in
provisional liquidation)

By: John B. McShane
Name: John B. McShane
Title: Attorney-in-Fact

SINGAPORE TECHNOLOGIES TELEMEDIA
PTE LTD

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment No. 2 as of the date so indicated in the preamble hereof.

GLOBAL CROSSING LTD. (in provisional
liquidation)

By: _____
Name:
Title:

GLOBAL CROSSING HOLDINGS LTD. (in
provisional liquidation)

By: _____
Name:
Title:

SINGAPORE TECHNOLOGIES TELEMEDIA
PTE LTD

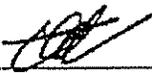
By:  _____
Name: **LEE THENG KIAT**
Title: **PRESIDENT & CEO**

Exhibit A

[Form of Confirmation Letter]

FORM OF CONFIRMATION LETTER

May [____], 2003

Singapore Technologies Telemedia Pte Ltd
51 Cuppage Road
#10-11/17, StarHub Centre
Singapore 229469
Telecopy: + 65-6720-7277
Attention: Chief Financial Officer

Ladies and Gentlemen:

Reference is made to the Purchase Agreement, dated as of August 9, 2002, by and among Global Crossing Ltd., a company organized under the Laws of Bermuda (the "Company"), Global Crossing Holdings Ltd., a company organized under the Laws of Bermuda ("GX Holdings"), the Joint Provisional Liquidators of the Company and GX Holdings, Singapore Technologies Telemedia Pte Ltd, a company organized under the Laws of Singapore ("ST Telemedia"), and Hutchison Telecommunications Limited, a company organized under the Laws of Hong Kong, as amended by the Amendment to Purchase Agreement, dated as of December 20, 2002, and Amendment No. 2 to Purchase Agreement, dated as of May 13, 2003 (as amended, the "Agreement"). Capitalized terms used and not defined herein are used as defined in the Agreement.

This letter shall confirm the following:

1. As of the date hereof, to the knowledge of ST Telemedia, neither the Company nor GX Holdings has breached any representation, warranty, covenant or agreement contained in the Agreement, provided, however, the foregoing shall not affect or otherwise limit the ability of ST Telemedia to rely on or refer to (i) any such breach by the Company or GX Holdings that existed on or prior to the date hereof which is discovered after the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived and (ii) any such breach arising after the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived.

2. As of the date hereof, to the knowledge of ST Telemedia, no Material Adverse Effect has occurred under the Agreement, provided, however, the foregoing shall not affect or otherwise limit the ability of the ST Telemedia to rely on or refer to (i) a Material Adverse Effect that existed on or prior to the date hereof which is discovered after the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived and (ii) any such Material Adverse Effect arising after

the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived.

3. As of the date hereof, to the knowledge of the Company and GX Holdings, ST Telemedia has not breached of any representation, warranty, covenant or agreement contained in the Agreement, provided, however, the foregoing shall not affect or otherwise limit the ability of the Company or GX Holdings to rely on or refer to (i) any such breach by ST Telemedia that existed on or prior to the date hereof which is discovered after the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived and (ii) any such breach arising after the date hereof for purposes of determining whether a condition to Closing set forth in Article VI of the Agreement has been satisfied or waived.

4. The provisions of Section 4.15(a) of the Agreement shall no longer be deemed to be applicable.

5. ST Telemedia hereby waives the Company's compliance with Section 6.2(d) of the Agreement.

6. With respect to Section 4.10 of the Agreement: (a) ST Telemedia hereby waives the Company's compliance as regards the Commitments listed at 3, 4, 5, 6, 9 and 10 of Exhibit E of the Agreement; (b) ST Telemedia hereby agrees that the Company's obligation as regards the Commitments listed at 1, 2 and 7 of Exhibit E of the Agreement shall be to use its commercially reasonable efforts to amend the Non-Compete Covenants contained therein such that such Non-Compete Covenants do not apply to Affiliates of ST Telemedia (other than ST Telemedia and its subsidiaries); and (c) ST Telemedia does not waive the Company's compliance as regards the Commitment listed at 8 of Exhibit E of the Agreement.

7. ST Telemedia hereby waives the Company's compliance with Section 6.2(e) of the Agreement; provided that the sum of the Other Exit Costs reflected in a certificate of the Chief Financial Officer of the Company as of the date hereof, as well as any Other Exit Costs that arise between the date hereof and the Closing Date (such Other Exit Costs to be determined in accordance with the procedures set forth in Section 8.14 of the Agreement), shall not exceed the amount specified in Section 6.2(e) of the Agreement.

8. This letter contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior arrangements or understandings with respect hereto. This letter may be signed in one or more counterparts, each of which shall be deemed an original. This letter shall be governed by and construed, interpreted and enforced first in accordance with and governed by the Bankruptcy Code and the applicable case law under the Bankruptcy Code and, to the extent that the Bankruptcy Code and the applicable case law under the Bankruptcy Code do not address the matter at hand, then, in accordance with and governed by the internal Laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

[signatures appear on the following page]

If the foregoing correctly sets forth our understanding, please sign in the space indicated below, whereupon this letter shall become a binding agreement. We look forward to working with ST Telemedia as we work towards closing.

Very truly yours,

**GLOBAL CROSSING LTD. (in
provisional liquidation)**

By: _____
Name:
Title:

**GLOBAL CROSSING HOLDINGS LTD.
(in provisional liquidation)**

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

SINGAPORE TECHNOLOGIES TELEMEDIA PTE LTD

By: _____
Name:
Title:

cc: Latham & Watkins
80 Raffles Place
#14-20 UOB Plaza 2
Singapore 048624
Telecopy: +65-6536-1171
Attention: Michael W. Sturrock



THE JOINT PROVISIONAL LIQUIDATORS
C/O KPMG
CROWN HOUSE
4 PAR-LA-VILLE ROAD
HAMILTON
BERMUDA
13 MAY 2003

Global Crossing Ltd. (in provisional liquidation)
Global Crossing Holdings Ltd. (in provisional liquidation)
Singapore Technologies Telemedia Pte Ltd

Dear Sirs

GLOBAL CROSSING LTD. ("THE COMPANY") AND CERTAIN OF ITS BERMUDIAN SUBSIDIARIES (ALL IN PROVISIONAL LIQUIDATION) ("THE BERMUDIAN DEBTORS") PURCHASE AGREEMENT DATED 9 AUGUST 2002 AMONG THE COMPANY, GLOBAL CROSSING HOLDINGS LTD. ("GX HOLDINGS"), THE JOINT PROVISIONAL LIQUIDATORS OF THE BERMUDIAN DEBTORS (THE "JPLS"), SINGAPORE TECHNOLOGIES TELEMEDIA PTE LTD AND HUTCHISON TELECOMMUNICATIONS LIMITED, AS AMENDED BY THE AMENDMENT TO PURCHASE AGREEMENT DATED AS OF 20 DECEMBER 2002 (AS AMENDED, "THE AGREEMENT") AMENDMENT NO. 2 TO THE AGREEMENT DATED 13 MAY 2003 ("AMENDMENT NO. 2")

We refer to the Agreement and to Amendment No. 2.

We note that, pursuant to Sections 5.8 and 8.6 of the Agreement, the JPLs' consent is required to any amendments thereto.

Further, in accordance with the terms of the Orders of the Supreme Court of Bermuda pursuant to which the JPLs were appointed ("the PL Orders"), the JPLs have power, amongst other things:

- To oversee the continuation of the businesses of the Bermudian Debtors under the control of the Bermudian Debtors' Boards of Directors and the US and Bermuda Courts, and
- To be consulted by the Bermudian Debtors prior to any disposition of property.

We confirm that we have been consulted in connection with the entry by the Company and GX Holdings into Amendment No. 2. We expressly consent to the entry by the Company and GX Holdings into Amendment No. 2 and to the implementation of Amendment No. 2 by the Company and GX Holdings.

Please note that the Directors of the Company and GX Holdings are not acting as our agents and we have given the Directors no authority to so act. Instead, in causing the Company and GX Holdings to enter into Amendment No. 2, the Directors are acting in accordance with their authority under the Memorandum of Association and Bye-Laws of the Company and GX Holdings as preserved by the Supreme Court of Bermuda under Paragraph 4(b) of the PL Orders.



The provisions of Article V of the Agreement, in so far as they are relevant to the terms of this letter, shall apply mutatis mutandis. Without limiting the generality of the foregoing, the JPLs shall have no personal liability arising under or in connection with this letter or Amendment No. 2.

Jane Moriarty

Jane Moriarty
For and on behalf of the Joint Provisional Liquidators

EXHIBIT B

The Hutchison Letter

VIA TELECOPY AND ELECTRONIC MAIL

April 30, 2003

Global Crossing Ltd.
Global Crossing Holdings Ltd.
c/o Global Crossing Ltd.
Seven Giralda Farms
Madison, New Jersey 07904
U.S.A.
Telecopy: + 1-973-410-8583
Attention: John McShane

Joint Provisional Liquidators
c/o KPMG
8 Salisbury Square
London EC4Y 8 BB
United Kingdom
Telecopy: + 444-207-694-3126
Attention: Jane Moriarty

and

200 Park Avenue
Florham Park, NJ 07932
U.S.A.
Telecopy: + 1-973-360-0148
Attention: John McShane

Singapore Technologies Telemedia Pte Ltd.
51 Cuppage Road
#10-11/17, StarHub Centre
Singapore 229469
Telecopy: + 65-6720-7277
Attention: Chief Financial Officer

Re: Purchase Agreement, dated as of August 9, 2002, by and among Global Crossing Ltd. (the "Company"), Global Crossing Holdings Ltd. ("GC Holdings"), the Joint Provisional Liquidators, Singapore Technologies Telemedia Pte Ltd ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), as amended by the Amendment to Purchase Agreement dated as of December 20, 2002 (as amended, the "Purchase Agreement").

Dear Sirs/Madams:

Over the last year, we, together with our respective teams, have put forth substantial time, effort and resources in working towards closing the transactions under the Purchase Agreement. We also recognize the tremendous effort which you and your team have similarly devoted towards this transaction.

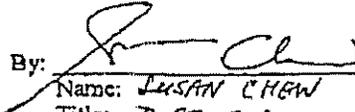
Nevertheless, pursuant to Section 7.1(b) of the Purchase Agreement, Hutchison is hereby terminating the Purchase Agreement, with respect solely to Hutchison's own rights and obligations thereunder and not those of ST Telemedia. The foregoing termination shall only become effective if we and ST Telemedia receive by Noon, New York City time on April 30, 2003 the Acknowledgement and Mutual Release attached hereto duly executed by the Company and GC Holdings. Except as set forth in the foregoing Acknowledgement and Mutual Release, the provisions identified in the last proviso of Section 7.2 of the Purchase Agreement shall survive termination of the Purchase Agreement.

FROM

(WED) 4 30' 03 11:31/ST. 11:29/NO 4661390990 P 6

Very truly yours,

HUTCHISON TELECOMMUNICATIONS
LIMITED

By: 
Name: SUSAN CHEW
Title: DIRECTOR

cc:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
U S A
Telecopy: + 1-212-310-8007
Attention: Douglas P. Warner

Latham & Watkins
80 Raffles Place
#14-20 UOB Plaza 2
Singapore 048624
Telecopy: + 65-6536-1171
Attention: Michael W. Sturrock

Paul, Weiss, Rifkind, Wharton & Garrison
12/F Hong Kong Club Building
3A Chater Road
Hong Kong
Telecopy: + 852-2536-9622
Attention: John E. Lange

EXHIBIT C

The ST Telemedia Letter

VIA TELECOPY AND ELECTRONIC MAIL

April 30, 2003

Global Crossing Ltd.
Global Crossing Holdings Ltd.
c/o Global Crossing Ltd.
Seven Giralda Farms
Madison, New Jersey 079040
U.S.A.
Telecopy: + 1-973-410-8583
Attention: John McShane

Joint Provisional Liquidators
c/o KPMG
8 Salisbury Square
London EC4Y 8 BB
United Kingdom
Telecopy: + 444-207-694-3126
Attention: Jane Moriarty

and

200 Park Avenue
Florham Park, NJ 07932
U.S.A.
Telecopy: + 1-973-360-0148
Attention: John McShane

Hutchison Telecommunications Limited
22nd Floor, Hutchison House
10 Harcourt Road, Central
Hong Kong
Telecopy: + 852-2128-1778
Attention: Company Secretary

Re: Purchase Agreement, dated as of August 9, 2002, by and among Global Crossing Ltd. (the "Company"), Global Crossing Holdings Ltd., the Joint Provisional Liquidators, Singapore Technologies Telemedia Pte Ltd ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), as amended by the Amendment to Purchase Agreement dated as of December 20, 2002 (as amended, the "Purchase Agreement"). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Purchase Agreement.

Dear Sirs/Madams:

Reference is made to the attached termination letter from Hutchison (the "Termination Letter"). ST Telemedia is hereby assuming, pursuant to Section 8.3(b) of the Purchase Agreement, the rights and obligations of Hutchison under the Purchase Agreement (other than (i) the obligations of Hutchison arising on or prior to the date hereof and (ii) the rights and obligations of Hutchison that survive termination of the Purchase Agreement pursuant to Section 7.2 thereof, as modified by the second to last paragraph of the Acknowledgement and Mutual Release attached to the Termination Letter); provided however, that ST Telemedia is not assuming any liability, nor shall it have any obligation or liability to the Company or any other Person, for any breach by Hutchison of any representation, warranty, covenant or agreement made by Hutchison pursuant to the Purchase Agreement or any other Transaction Document. The foregoing assumption shall become effective only when the Termination Letter becomes effective in accordance with its terms.

FROM : Panasonic FAX SYSTEM
01/05 '03 THU 00:02 FAX -65 1207277 SIT COMMUNICATIONS LTD

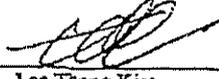
PHONE NO. : 2568465

May 01 2003 12:34AM P1

002/002

Very truly yours,

SINGAPORE TECHNOLOGIES TELEMEDIA
PTE LTD

By: 

Name: Leo Theng Kiat
Title: President & CEO

cc:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
U.S.A.
Telecopy: + 1-212-310-8007
Attention: Douglas P. Warner

Latham & Watkins
80 Raffles Place
#14-20 UOB Plaza 2
Singapore 048624
Telecopy: + 65-6536-1171
Attention: Michael W. Shrock

Paul, Weiss, Rifkind, Wharton & Garrison
12/F Hong Kong Club Building
3A Chester Road
Hong Kong
Telecopy: + 852-2536-9622
Attention: John E. Lange

VIA TELECOPY AND ELECTRONIC MAIL

April 30, 2003

Global Crossing Ltd.
Global Crossing Holdings Ltd.
c/o Global Crossing Ltd.
Seven Giralda Farms
Madison, New Jersey 079040
U.S.A.
Telecopy: + 1-973-410-8583
Attention: John McShane

Joint Provisional Liquidators
c/o KPMG
8 Salisbury Square
London EC4Y 8 BB
United Kingdom
Telecopy: + 444-207-694-3126
Attention: Jane Moriarty

and

200 Park Avenue
Florham Park, NJ 07932
U.S.A.
Telecopy: + 1-973-360-0148
Attention: John McShane

Singapore Technologies Telemedia Pte Ltd.
51 Cuppage Road
#10-11/17, StarHub Centre
Singapore 229469
Telecopy: + 65-6720-7277
Attention: Chief Financial Officer

Re: Purchase Agreement, dated as of August 9, 2002, by and among Global Crossing Ltd. (the "Company"), Global Crossing Holdings Ltd. ("GC Holdings"), the Joint Provisional Liquidators, Singapore Technologies Telemedia Pte Ltd ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), as amended by the Amendment to Purchase Agreement dated as of December 20, 2002 (as amended, the "Purchase Agreement").

Dear Sirs/Madams:

Over the last year, we, together with our respective teams, have put forth substantial time, effort and resources in working towards closing the transactions under the Purchase Agreement. We also recognize the tremendous effort which you and your team have similarly devoted towards this transaction.

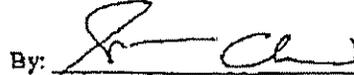
Nevertheless, pursuant to Section 7.1(b) of the Purchase Agreement, Hutchison is hereby terminating the Purchase Agreement, with respect solely to Hutchison's own rights and obligations thereunder and not those of ST Telemedia. The foregoing termination shall only become effective if we and ST Telemedia receive by Noon, New York City time on April 30, 2003 the Acknowledgement and Mutual Release attached hereto duly executed by the Company and GC Holdings. Except as set forth in the foregoing Acknowledgement and Mutual Release, the provisions identified in the last proviso of Section 7.2 of the Purchase Agreement shall survive termination of the Purchase Agreement.

FROM

(WED) 4. 30' 03 11:31/ST. 11:29/NO. 4661390990 P 6

Very truly yours,

HUTCHISON TELECOMMUNICATIONS
LIMITED

By: 

Name: *SUSAN CHEW*
Title: *DIRECTOR.*

cc:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
U.S.A.
Telecopy: + 1-212-310-8007
Attention: Douglas P. Warner

Latham & Watkins
80 Raffles Place
#14-20 UOB Plaza 2
Singapore 048624
Telecopy: + 65-6536-1171
Attention: Michael W. Sturrock

Paul, Weiss, Rifkind, Wharton & Garrison
12/F Hong Kong Club Building
3A Chater Road
Hong Kong
Telecopy: + 852-2536-9622
Attention: John E. Lange

EXHIBIT D

The Global Crossing Letter

April 30, 2003

VIA TELECOPY AND ELECTRONIC MAIL

Hutchison Telecommunications Limited
22nd Floor, Hutchison House
10 Harcourt Road, Central
Hong Kong

Singapore Technologies Telemedia Pte Ltd
51 Cuppage Road
#10-11/17, StarHub Centre
Singapore 229469

Attention: Susan Chow, Director, Hutchison Telecommunications Limited
Lee Theng Kiat, President & CEO, Singapore Technologies Telemedia Pte Ltd

ACKNOWLEDGEMENT AND MUTUAL RELEASE relating to the Purchase Agreement, dated as of August 9, 2002, by and among Global Crossing Ltd. (the "Company"), Global Crossing Holdings Ltd. ("GX Holdings"), the Joint Provisional Liquidators, Singapore Technologies Telemedia Pte Ltd ("ST Telemedia") and Hutchison Telecommunications Limited ("Hutchison"), as amended by the Amendment to Purchase Agreement dated as of December 20, 2002 (as amended, the "Purchase Agreement"). Capitalized terms not otherwise defined in this Acknowledgement and Mutual Release have the meanings set forth in the Purchase Agreement.

Dear Ms. Chow and Mr. Lee:

We have received the letters dated today, April 30, 2003, from Hutchison regarding its termination of its rights and obligations under the Purchase Agreement (the "Termination Letter") and from ST Telemedia regarding its assumption of Hutchison's rights and obligations under the Purchase Agreement (the "Assumption Letter"). We hereby acknowledge that Hutchison's rights and obligations under the Purchase Agreement have been terminated effective as of the date hereof pursuant to Section 7.1(b) of the Purchase Agreement, subject to the provisions of Section 7.2 of the Purchase Agreement regarding survival of the provisions specified therein, as modified by the second to last paragraph herein. We further acknowledge that, pursuant to Section 8.3(b) of the Purchase Agreement, ST Telemedia has assumed the rights and obligations of Hutchison under the Purchase Agreement, subject to the exceptions and proviso set forth in the Assumption Letter.

We acknowledge that we are not aware of any breach by Hutchison or ST Telemedia of the Purchase Agreement prior to the effectiveness of the Termination Letter. We confirm our agreement that, effective on the date of approval of the agreements of the Company and GX Holdings set forth in the second and third paragraphs herein by the U.S. Bankruptcy Court ("Court Approval"), and in each case subject to the continuing obligations under Section 7.2 of the Purchase Agreement, as modified by the second to last paragraph herein (i) the

Company and GX Holdings irrevocably and unconditionally release and discharge Hutchison and its officers, directors, shareholders, employees, advisers, attorneys, financial advisers and other professional advisers, agents and representatives from any and all liabilities, obligations and claims of any nature whatsoever arising under or relating to the Purchase Agreement and (ii) Hutchison irrevocably and unconditionally releases and discharges the Company and GX Holdings and their respective officers, directors, shareholders, employees, advisers, attorneys, financial advisers and other professional advisers, agents and representatives from any and all liabilities, obligations and claims of any nature whatsoever arising under or relating to the Purchase Agreement. Please indicate your agreement to such mutual release and your acknowledgement that you are not aware of any breach by the Company or GX Holdings of the Purchase Agreement prior to the effectiveness of the Termination Letter by signing in the place indicated below. We undertake to submit this Acknowledgement and Mutual Release to the U.S. Bankruptcy Court within 14 days after the date hereof for approval of the agreements of the Company and GX Holdings set forth in the second and third paragraphs herein and to use all reasonable efforts to cause such approval to be granted.

The Company and GX Holdings hereby further agree that any plan under chapter 11 of the United States Bankruptcy Code and any schemes of arrangement under the Laws of Bermuda, in each case that is proposed or supported by the Company or GX Holdings, shall preserve and contain release, injunction and exculpation protection in favor of Hutchison and, except as expressly provided in the Bankruptcy Plan and the Schemes of Arrangement, all of Hutchison's officers, directors, shareholders, employees, advisers, attorneys, financial advisers, accountants, other professional advisers, agents and representatives and other protected persons or entities identical in form, scope and substance to those presently existing under the Bankruptcy Plan, the Confirmation Order, the Schemes of Arrangement and the Sanction Orders.

Notwithstanding the provisions of Section 7.2 of the Purchase Agreement, effective from Court Approval, the following provisions shall apply: (i) the provisions of Section 7.3 of the Purchase Agreement shall not survive the termination by Hutchison of its rights and obligations under the Purchase Agreement (the "Hutchison Termination"); (ii) the other parties to the Purchase Agreement shall not be required pursuant to Section 4.11 and/or Section 8.13 thereof to obtain Hutchison's approval for any press release or public disclosure that does not refer or relate to Hutchison or any of its Affiliates (other than references or relations that have previously been agreed to by Hutchison); and (iii) Hutchison's right to reimbursement of expenses under Section 4.6 of the Purchase Agreement shall apply only in accordance with the terms of Section 4.6 of the Purchase Agreement as in effect on the date hereof and only to expenses incurred by Hutchison prior to the Hutchison Termination. If the Company is required pursuant to Section 7.3 of the Purchase Agreement to pay Liquidated Damages prior to Court Approval, the Company shall pay such Liquidated Damages to ST Telemedia, provided that if prior to such payment Hutchison gives notice to the Company that it has not reached agreement with ST Telemedia regarding such payment, the Company shall seek instructions from the U.S. Bankruptcy Court regarding whether Hutchison's claimed portion of the Liquidated Damages required to be paid should be paid to ST Telemedia or Hutchison.

We appreciate having had the opportunity to work with Hutchison over the last year and are thankful for the efforts it has devoted towards this transaction. We look forward to working with ST Telemedia as we continue to proceed towards closing.

Very truly yours,

GLOBAL CROSSING LTD. (in provisional
liquidation)

By: John B. McShane
Name: John B. McShane
Title: General Counsel

GLOBAL CROSSING HOLDINGS LTD.

By: John B. McShane
Name: John B. McShane
Title: Attorney-in-Fact

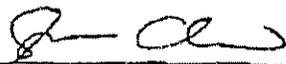
FROM

(WED) 4. 30' 03 11:31/ST. 11:29/NO. 4661390990 P 4

ACKNOWLEDGED AND AGREED:

HUTCHISON TELECOMMUNICATIONS LIMITED

By:


Name: SUSAN CHOW
Title: DIRECTOR

cc: Joint Provisional Liquidators
c/o KPMG
8 Salisbury Square
London EC4Y 8 BB
United Kingdom
Telecopy: + 444-207-694-3126
Attention: Jane Moriarty

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
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Attention: Douglas P. Warner

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Singapore 048624
Telecopy: + 65-6536-1171
Attention: Michael W. Sturrock

Paul, Weiss, Rifkind, Wharton & Garrison
12/F Hong Kong Club Building
3A Chater Road
Hong Kong
Telecopy: + 852-2536-9622
Attention: John E. Lange