

VOTING TRUST AGREEMENT

This Voting Trust Agreement (this "Agreement") is made and entered into as of _____, 2001 by and among all the members of the Board of Directors of the TransConnect Corporate Manager, Inc., a Delaware corporation (the "Corporate Manager"), listed on Schedule A attached hereto (collectively, "Director-Trustees") and TransConnect LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, each Director-Trustee is the owner of that number of shares of Class A common stock of the Corporate Manager (the "Class A Common Stock") set forth opposite his or her name on Schedule A hereto:

WHEREAS, the Director-Trustees believe it to be in their best interests and the best interests of the Corporate Manager and the Company to enter into this Agreement so that the shares of Class A Common Stock now owned by such Director-Trustees may be voted as a unit by such Director-Trustees;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Creation of Voting Trust. Subject to the terms and conditions hereof, there is hereby created and established a voting trust in respect of the shares of Class A Common Stock held by the Director-Trustees as set forth on Schedule A hereto (the "Voting Trust").

Section 2. Deposit of Shares. (a) Each of the Director-Trustees hereby assigns and transfers to the Voting Trust the number of shares of Class A Common Stock set forth opposite such Director-Trustee's name on Schedule A hereto and herewith deposits with the Voting Trust the certificate or certificates representing such shares, duly endorsed in blank or accompanied by a proper instrument of assignment duly executed in blank, and in either case with all requisite transfer tax stamps attached. Each of the Director-Trustees shall so assign, transfer and deposit any other shares of Class A Common Stock and the certificates therefore hereafter acquired by such Director-Trustee, including, without limitation, pursuant to the exercise of options or

warrants, immediately upon such acquisition. Upon receipt by the Voting Trust of the certificates representing any shares of Class A Common Stock, the Voting Trust shall hold such shares subject to the terms and conditions of this Agreement and shall deliver or cause to be delivered to each Director-Trustee certificates (the "Voting Trust Certificates") representing the shares of Class A Common Stock so deposited by such Director-Trustee.

(b) Until the Termination Date, the Director-Trustees, as directors of the Corporate Manager, shall require any other Person (as defined herein) who may after the date hereof become a holder of shares of Class A Common Stock to become a party to this Agreement and to deposit with the Voting Trust the certificate or certificates representing the shares held by such Person, duly endorsed in blank or accompanied by a proper instrument of assignment duly executed in blank, and in either case with all requisite transfer tax stamps attached, and such shares shall be held by the Voting Trust subject to the terms and conditions of this Agreement. Except in the event of any transfer set forth herein, no transfer of any shares of Class A Common Stock shall be permitted hereunder unless the transferor of such shares shall have obtained the written approval of a Majority of the Director-Trustees (as defined herein) and shall have delivered to the Voting Trust a written agreement of the transferee of such shares to be bound by the terms and conditions of this Agreement and to deposit any certificate or certificates representing such shares with the Voting Trust in accordance with this Section 1(b). For purposes of this Agreement, "Person" shall mean any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, or entity of any kind.

Section 3. Transfer of Voting Trust Certificates. The Voting Trust Certificates shall be transferable on the books of the Voting Trust upon surrender of such Voting Trust Certificates, duly endorsed in blank or accompanied by a proper instrument of assignment duly executed in blank, and in either case with all requisite transfer tax stamps attached, by the registered holder in person or by such holder's duly authorized attorney. Upon the surrender of any Voting Trust Certificate for transfer, the Voting Trust shall cancel such Voting Trust Certificate and issue to the transferee new Voting Trust Certificates in the same form and

representing the same number of shares of Class A Common Stock as was replaced by those Voting Trust Certificates presented for cancellation. Until the Voting Trust Certificates are transferred as provided above, the Director-Trustees shall treat the registered holder of each such Voting Trust Certificate as the absolute owner thereof for all purposes whatsoever.

Section 4. Director-Trustees. (a) The Director-Trustees hereby (i) acknowledge receipt of the Voting Trust Certificates representing the shares of Class A Common Stock deposited herewith as set forth in Section 2(a) hereof, (ii) accept the Voting Trust hereby created in accordance with all of the terms and conditions contained herein and (iii) agree that they shall exercise the powers and perform the duties of the Director-Trustees as herein set forth.

(b) Any Director-Trustee may resign at any time by delivering to each of the other Director-Trustees his or her resignation in writing, such resignation to take effect upon the appointment [by a Majority of the Director-Trustees (as defined herein)] of a successor Director-Trustee who shall own shares of Class A Common Stock, shall have executed this Agreement and shall have deposited all of his or her shares of Class A Common Stock with the Voting Trust as provided herein, whereupon all powers, rights and obligations of such resigning Voting Trustee under this Agreement shall cease.

(c) Any successor Director-Trustee, when so appointed, shall have the same powers and obligations as the Director-Trustee being replaced and shall be subject to all the terms and conditions of this Agreement, with like effect as though such successor were an original party hereto.

(d) Every registered holder of a Voting Trust Certificate and every bearer of a Voting Trust Certificate properly endorsed in blank or properly assigned, by the acceptance or holding thereof, severally agrees to waive and by such act does waive any and all claims of every kind and nature which presently and hereafter each such holder or bearer may have against the Director-Trustees and agrees to release and by such act does release the Director-Trustees and their successors from any liability whatsoever arising out of or in connection with

the exercise of their powers or the performance of their duties hereunder, except for the willful misconduct or gross negligence of any Director-Trustee.

(e) The Company shall pay all reasonable expenses of the Director-Trustees, including reasonable counsel fees, and shall discharge all liabilities incurred by them in connection with the exercise of their powers and performance of their duties under this Agreement. The Company, jointly and severally, shall also indemnify and hold the Director-Trustees harmless from and against any and all claims and liabilities in connection with or arising out of the administration of the Voting Trust created by this Agreement or the exercise of any powers or the performance of any duties by them as herein provided or contemplated, except such as shall arise from the willful misconduct of any Director-Trustee.

Section 5. Voting of Shares. (a) Until the Termination Date, each Director-Trustee shall cause the shares of Class A Common Stock held by the Voting Trust to be voted in accordance with the decision of the Majority of the Directors-Trustees.

(b) For purposes of this Agreement, a "Majority of the Director-Trustees" shall mean an affirmative vote of a majority of the votes cast by the Director-Trustees on a particular matter at a meeting of the Director-Trustees at which a majority of the Director-Trustees is present in person or by proxy, with each Director-Trustee entitled to one vote.

(c) Notwithstanding any other provision of this Agreement to the contrary, in respect of any election for directors of the Corporate Manager, each Director-Trustee shall cause the shares of Class A Common Stock held by the Voting Trust to be voted in favor of those nominees for director who have been nominated by the Board of Directors of the Corporate Manager for such election.

Section 6. Termination (a) The Voting Trust shall be effective as of the date hereof and this Agreement and the Voting Trust shall remain in full force and effect with respect to each Director-Trustee until the consummation of an initial public offering by the Corporate Manager or,

alternatively, the sale of shares of Class A Common Stock to private purchasers (the earliest such date, the "Termination Date"), at which point this Agreement and the Voting Trust shall terminate.

(b) Upon termination of this Agreement, the Director-Trustees, in exchange for or upon surrender of any Voting Trust Certificates then outstanding, shall, in accordance with the terms thereof and out of the certificates for the shares of Class A Common Stock held by them hereunder, deliver or cause to be delivered, to the holders of Voting Trust Certificates, certificates for shares of Class A Common Stock representing the same number of shares which are represented by such Voting Trust Certificates, and thereupon all liability of the Director-Trustees for the delivery of such certificates shall terminate.

Section 7. Books and Records. The Director-Trustees shall keep, or cause to be kept, a record of the registered holders of the Voting Trust Certificates and such other books and records as the Voting Trust shall be required to maintain by law.

Section 8. Notices. All notices and other communications delivered or made hereunder shall be in writing and shall be delivered by hand, by telecopier, by overnight mail or mailed by first class certified or registered mail, return receipt requested, postage prepaid:

(a) if to the Company:

[TO COME]

(b) if to the Director-Trustees, to the respective address or telecopier number set opposite the name of each of the Director-Trustees on Schedule A;

or, to such other address or telecopier number as the Company or any such Director-Trustee may hereafter specify for such purpose by notice to the other parties hereto.

Notices provided in accordance with this Section 8 shall be deemed delivered upon personal delivery, receipt by telecopier or overnight mail, or receipt by first class U.S. mail in accordance with

the above; provided, however, that a notice given in accordance with this Section 8 but received on a day other than a business day, or after business hours in the place of receipt, will be deemed to be received on the next business day in that place.

- Section 9. Entire Agreement. This Agreement, together with any schedules and exhibits attached hereto, shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and shall supersede any prior contracts, agreements and understandings between them relating to such matters.
- Section 10. Amendments. This Agreement may be amended upon the consent in writing of a Majority of the Director-Trustees.
- Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.