

## ARTICLE V

### CONDITIONS

5.1 Conditions to the Merger. The obligations of each party to effect the Merger and/or carry out its respective obligations hereunder shall be subject to the satisfaction, at or prior to the Effective Time, of each of the following conditions:

(a) all notifications required pursuant to the HSR Act to carry out the transactions contemplated by this Agreement shall have been made, and the applicable waiting period and any extensions thereof shall have expired or been terminated;

(b) no preliminary or permanent injunction or other order of any Governmental Authority shall have been issued and be in effect, and no United States federal or state statute, rule or regulation shall have been enacted or promulgated after the date hereof and be in effect that prohibits the consummation of the Merger;

(c) there shall not be pending any action, suit or proceeding commenced by any Governmental Authority in the United States prohibiting the consummation of the Merger;

(d) the Form S-4 shall have become effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order;

(e) the shares of Wildcat Common Stock issuable as Merger Consideration shall have been approved for listing on the Nasdaq National Market, subject only to official notice of issuance;

(f) (i) all material consents, approvals or orders of authorization of, or actions by the FCC, and (ii) all material State PUC approvals required to consummate the Merger and the other transactions contemplated hereby, the failure of which to be obtained, individually or in the aggregate, are reasonably likely to have a Material Adverse Effect on Target; and

(g) the Target Stockholder Approval shall have been obtained.

5.2 Additional Conditions to the Obligations of Target. The obligations of Target to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Effective Time, of each of the following conditions:

(a) The representations and warranties of Wildcat contained in this Agreement that are qualified as to materiality shall be true and correct, and those that are not so qualified shall be true and correct in all material respects, in each case as of the Effective Time, with the same effect as if made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such date), and all the covenants contained in this Agreement to be complied with by Wildcat on or before the Effective Time shall have been complied with in all material respects, and Target shall have received a certificate of Wildcat to such effect signed by a duly authorized officer of Wildcat.

(b) Target shall have received an opinion from its counsel stating that the Merger will be treated for U.S. Federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that Wildcat, Target and Merger Sub will each be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, counsel for Target shall be entitled to rely upon customary representations of officers of Wildcat and Target.

5.3 Additional Conditions to the Obligations of Wildcat and Merger Sub The obligations of Wildcat and Merger Sub to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Effective Time, of the following condition:

The representations and warranties of Target contained in this Agreement that are qualified as to materiality shall be true and correct, and those that are not so qualified shall be true and correct in all material respects, in each case as of the Effective Time, with the same effect as if made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such date), and all the covenants contained in this Agreement to be complied with by Target on or before the Effective Time shall have been complied with in all material respects, and Wildcat shall have received a certificate of Target to such effect signed by a duly authorized officer of Target.

5.4 Frustration of Closing Conditions. Neither Wildcat, Merger Sub nor Target may rely on the failure of any condition set forth in this Article V to be satisfied if such failure was caused by such party's failure to use its best efforts to consummate the Merger and the other transactions contemplated by this Agreement, as required by and subject to Section 4.4.

## ARTICLE VI

### TERMINATION, AMENDMENT AND WAIVER

6.1 Termination This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Target Stockholder Approval:

- (a) by consent of the Boards of Directors of Wildcat and Target;
- (b) by Wildcat upon written notice to Target if Target shall have materially breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements or conditions of this Agreement, which breach shall not have been cured on or before the Termination Date;
- (c) by Target upon written notice to Wildcat if Wildcat shall have materially breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements or conditions of this Agreement, which breach shall not have been cured on or before the Termination Date;
- (d) by Target or Wildcat, upon notice to the other if (i) the Merger shall not have become effective on or before June 30, 2001 (the "Termination Date") unless such date is extended by the consent of the Boards of Directors of Target and Wildcat evidenced by appropriate resolutions; provided, however, that the right to terminate this Agreement under this Section 6.1(d) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before such date;
- (e) by Target or Wildcat if the Target Stockholder Approval shall not have been obtained at the Target Stockholders Meeting duly convened therefor or at any adjournment or postponement thereof;
- (f) by Target or Wildcat if any injunction, order, statute, rule or regulation having the effects set forth in Section 5.1(b) shall be in effect and shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 6.1(f) shall have used reasonable efforts to prevent the entry of and to remove such injunction, order, statute, rule or regulation; or
- (g) by Wildcat, if the Board of Directors of Target or any committee thereof shall (i) withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to Wildcat, the approval or recommendation by such Board of Directors or such committee of the Merger or this Agreement, or (ii) approve or recommend, or propose publicly to approve or recommend, any Takeover Proposal.

6.2 Effect of Termination In the event of the termination of this Agreement pursuant to the provisions of Section 6.1, the provisions of this Agreement (other than Section 4.6, the last sentence of Section 4.12 and this Section 6.2 hereof) shall become void and have no effect, with no liability on the part of any party hereto or its stockholders or directors or officers in respect thereof, provided that nothing contained

herein shall be deemed to relieve any party of any liability it may have to any other party with respect to a willful breach of its obligations under this Agreement.

6.3 Amendment. This Agreement may be amended by the parties at any time before or after the Target Stockholder Approval. This Agreement may not be amended except by an instrument in writing signed on behalf of all of the parties.

6.4 Waiver. Any term or provision of this Agreement (other than the requirements set forth in Sections 6.1(a) and 6.1(f)) may be waived in writing at any time by the party or parties entitled to the benefits thereof.

## ARTICLE VII

### DEFINITIONS; INTERPRETATION

7.1 Definitions. As used in the Agreement, the following terms have the following respective meanings:

Accounting Rules: as defined in Section 2.7.

Affiliate: with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

Appraisal Shares: as defined in Section 1.6(e).

Certificate of Merger: as defined in Section 1.5.

Certificates: as defined in Section 1.8(b).

Closing Price: with respect to one share of Wildcat Common Stock, for any day, the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the closing bid and asked prices regular way for such day, in each case (1) on the principal national securities exchange on which the shares of Wildcat Common Stock are listed or to which such shares are admitted to trading or (2) if the Wildcat Common Stock is not listed or admitted to trading on a national securities exchange, in the over-the-counter market as reported by the Nasdaq Market or any comparable system or (3) if the Wildcat Common Stock is not listed on the Nasdaq Market or a comparable system, as furnished by two members of the National Association of Securities Dealers selected from time to time in good faith by the Board of Directors of Wildcat for that purpose. In the absence of all of the foregoing, or if for any other reason the Closing Price cannot be determined pursuant to the provisions of the preceding sentence, the Closing Price shall be the fair market value thereof as determined in good faith by the Board of Directors of Wildcat.

Code: as defined in the recitals.

Confidentiality Agreement: as defined in Section 4.12.

DGCL: as defined in the recitals.

Effective Date: as defined in Section 1.5.

Effective Time: as defined in Section 1.5.

Encumbrance: any security interest, pledge, mortgage, lien (including environmental and tax liens), charge, encumbrance, adverse claim, preferential arrangement or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

Exchange Act: the Securities Exchange Act of 1934, as amended.

Exchange Agent: as defined in Section 1.8.

Exchange Ratio: as defined in Section 1.6.

Form S-4: the registration statement on Form S-4 filed by Wildcat to register under the Securities Act (i) the issuance of the shares of Wildcat Common Stock to be issued as Common Stock Merger Consideration, and (ii) the shares of Wildcat Preferred Stock to be issued as the Preferred Stock Merger Consideration (including the issuance by Wildcat of depositary shares with respect thereto).

GAAP: United States generally accepted accounting principles and practices as in effect from time to time and applied consistently throughout the periods involved.

Governmental Authority: means any United States federal, state or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

HSR Act: the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Knowledge: with respect to any Person that is not an individual, as to any specific matter, the knowledge of such Person's executive officers and other officers having primary responsibility for such matter.

Material Adverse Effect: any change or effect that, individually or in the aggregate with all other changes or effects, is or is reasonably likely to be materially adverse to the business, operations, properties, financial condition, assets, liabilities or prospects of Target and its Subsidiaries, taken as a whole, when used with respect to Target, or of Wildcat and its Subsidiaries, taken as a whole, when used with respect to Wildcat; other than those relating to the economy or securities markets in general or the industries in which Wildcat, Target and their respective Subsidiaries operate in general.

Merger: as defined in the recitals.

Merger Consideration: as defined in Section 1.6(a).

Person: an individual, general or limited partnership, joint venture, corporation, limited liability company, trust, unincorporated organization and a government or any department or agency thereof.

Preferred Stock Merger Consideration: collectively, the Series D Preferred Stock Merger Consideration, the Series E Preferred Stock Merger Consideration, the Series F Preferred Stock Merger Consideration and the Series G Preferred Stock Merger Consideration.

Proxy Statement: the proxy statement relating to the solicitation of the approval of the Merger by the holders of the outstanding Target Common Stock which is included in the Form S-4.

SEC: the Securities and Exchange Commission.

Securities Act: the Securities Act of 1933, as amended.

Subsidiary: with respect to any Person, any corporation or other business entity, of which a majority (by number of votes) of the shares of capital stock (or other voting interests) at the time outstanding is owned by such Person directly or indirectly through Subsidiaries.

Surviving Corporation: as defined in Section 1.1.

Takeover Proposal: as defined in Section 4.3.

Target: as defined in the first paragraph of this Agreement.

Target Benefit Plan: any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical, welfare benefit or other plan, arrangement or understanding providing compensation or benefits to any current or former director, officer or employee of Target or any of its Subsidiaries.

Target Common Stock: as defined in Section 2.2.

Target Preferred Stock: collectively, Target Series B Preferred Stock, Target Series D Preferred Stock, Target Series E Preferred Stock, Target Series F Preferred Stock and Target Series G Preferred Stock.

Target Series B Preferred Stock: 13.5% Series B Redeemable Exchangeable Preferred Stock of Target.

Target Series D Preferred Stock: 7% Series D Junior Convertible Preferred Stock of Target.

Target Series E Preferred Stock: 7% Series E Junior Convertible Preferred Stock of Target.

Target Series F Preferred Stock: 7% Series F Junior Convertible Preferred Stock of Target.

Target Series G Preferred Stock: 7% Series G Junior Convertible Participating Preferred Stock of Target.

Target SEC Documents: as defined in Section 2.7.

Target Stock Options: as defined in Section 2.2.

Target Stock Plans: as defined in Section 2.2.

Target Stockholder Approval: as defined in Section 2.11.

Target Stockholders Meeting: as defined in Section 4.8(c).

Target Warrants: as defined in Section 2.2.

Wildcat: as defined in the first paragraph of this Agreement.

Wildcat Cash Election: as defined in Section 1.6.

Wildcat Common Stock: as defined in Section 3.2.

Wildcat Preferred Stock: collectively, the Wildcat Series D Preferred Stock, the Wildcat Series E Preferred Stock, the Wildcat Series F Preferred Stock and the Wildcat Series G Preferred Stock.

Wildcat SEC Documents: as defined in Section 3.7.

7.2 Interpretation When a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference shall be to an Article, or Section of, or Schedule or Exhibit to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 Nonsurvival of Representations and Warranties. None of the representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 8.1 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

8.2 Notices. All notices, consents, instructions and other communications required or permitted under this Agreement shall be effective only if given in writing and shall be considered to have been duly given when (i) delivered by hand, (ii) sent by telecopier (with receipt confirmed), provided that a copy is mailed (on the same date) by certified or registered mail, return receipt requested, postage prepaid, or (iii) received by the addressee, if sent by Express Mail, Federal Express or other reputable express delivery service (receipt requested), or by first class certified or registered mail, return receipt requested, postage prepaid. Notice shall be sent in each case to the appropriate addresses or telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may from time to time designate as to itself by notice similarly given to the other parties in accordance herewith, which shall not be deemed given until received by the addressee). Notice shall be given:

if to Target a copy to:

INTERMEDIA COMMUNICATIONS INC.  
One Intermedia Way  
Tampa, FL 33647

Attention: Robert M. Manning

and a copy to:

Kronish Lieb Weiner & Hellman LLP  
1114 Avenue of the Americas  
New York, NY 10036  
Attention: Ralph J. Sutcliffe, Esq.

if to Wildcat a copy to:

WORLD.COM, INC.  
500 Clinton Center Drive  
Clinton, MS 39056

Attention: K. William Grothe, Jr.



and a copy to:

Cravath, Swaine & Moore  
825 Eighth Avenue  
New York, NY 10019  
Attention: Robert I. Townsend, III, Esq.

8.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement, including the Merger, be consummated as originally contemplated to the fullest extent possible.

8.4 Entire Agreement, Third Party Beneficiaries. This Agreement and the Voting Agreements (including the exhibits, schedules, documents and instruments referred to herein or therein) (a) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof; and (b) except with respect to Sections 4.13 and 4.17 of this Agreement, are not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder;

8.5 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware, without regard to conflicts of laws provisions.

8.6 Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

8.7 Assignment. Neither this Agreement nor any of the rights, interest or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

8.8 Specific Performance. The parties agree that due to the unique subject matter of this transaction, monetary damages will be insufficient to compensate the non-breaching parties in the event of a breach of any part of this Agreement. Accordingly, the parties agree that any non-breaching party shall be entitled (without prejudice to any other right or remedy to which it may be entitled) to an appropriate decree of specific performance, or an injunction restraining any violation of this Agreement or other equitable remedies to enforce this Agreement (without establishing

the likelihood of irreparable injury or posting bond or other security), and the breaching party waives in any action or proceeding brought to enforce this Agreement the defense that there exists an adequate remedy at law.

8.9 Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any Federal court located in the State of Delaware or any Delaware state court in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a Federal court sitting in the State of Delaware or a Delaware state court.

8.10 WAIVER OF JURY TRIAL. **EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST IT ON ANY MATTERS WHATSOEVER, IN CONTRACT OR IN TORT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by their respective duly authorized officers, on the date first above written.

WORLDCOM, INC.

By: \_\_\_\_\_  
Name:  
Title:

WILDCAT ACQUISITION CORP.

By: \_\_\_\_\_  
Name:  
Title:

INTERMEDIA COMMUNICATIONS INC.

By: \_\_\_\_\_  
Name:  
Title:

STOCKHOLDERS AGREEMENT dated as of September 1, 2000 (this "Agreement"), among WORLDCOM, INC., a Georgia corporation ("Parent"), and the individuals and other parties listed on Schedule A attached hereto (each, a "Stockholder" and, collectively, the "Stockholders").

WHEREAS Parent, Wildcat Acquisition Corp., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), and Intermedia Communications Inc., a Delaware corporation ("Target"), propose to enter into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"; terms used but not defined herein shall have the meanings set forth in the Merger Agreement) providing for the merger of Merger Sub with and into Target upon the terms and subject to the conditions set forth in the Merger Agreement (the "Merger");

WHEREAS each Stockholder owns the number of shares of Target Common Stock or Target Series G Preferred Stock set forth opposite such Stockholder's name on Schedule A hereto (such shares of Target Common Stock or Target Series G Preferred Stock, together with any other shares of Target Common Stock or Target Series G Preferred Stock acquired by such Stockholder before or after the date hereof and during the term of this Agreement (including through the exercise of any stock options, warrants or similar instruments), being collectively referred to herein as the "Subject Shares"); and

WHEREAS as a condition to its willingness to enter into the Merger Agreement, Parent has requested that each Stockholder enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and agreements set forth herein, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of Each Stockholder. Each Stockholder hereby, severally and not jointly, represents and warrants to Parent as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. Such Stockholder has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. To the extent that such Stockholder is an entity other than an individual, such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The execution and delivery of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Stockholder. This Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by Parent, constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms. The execution and delivery by such Stockholder of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof, will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or loss of a benefit under, or result in the creation of any Lien on any properties or assets of such Stockholder under, (i) any provision of any certificate of incorporation or by-laws or partnership or limited liability company agreement or the comparable organizational documents applicable to such Stockholder, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license or similar authorization (a "Contract") to which such Stockholder is a party or by which any of the properties or assets of such Stockholder are bound or (iii) subject to the filings and other matters referred to in the following sentence of this Section 1(a), any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Stockholder or its properties or assets, except in the case of each of clauses (ii) and (iii), as is not reasonably likely to (x) impair the ability of such Stockholder to perform its obligations under this Agreement or (y) prevent or materially delay the consummation of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement by such Stockholder or the consummation by such Stockholder of the transactions contemplated hereby, except for such filings under the

Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and except those which are not reasonably likely to (x) impair the ability of such Stockholder to perform its obligations under this Agreement or (y) prevent or materially delay the consummation of the transactions contemplated by this Agreement. No trust of which such Stockholder is a trustee requires the consent of any beneficiary to the execution and delivery of this Agreement or to the consummation of the transactions contemplated hereby, except for such consents which have been obtained prior to the date hereof.

(b) The Subject Shares. Such Stockholder is the record and beneficial owner of (or is the trustee of a trust that is the record holder of, and whose beneficiaries are the beneficial owners of), and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A hereto, free and clear of any Liens. Such Stockholder does not own of record any shares of Target Common Stock or Target Series G Preferred Stock other than the Subject Shares set forth opposite its name on Schedule A hereto, and does not beneficially own any shares of capital stock of Target other than Subject Shares. Such Stockholder has the sole right to vote and Transfer (as defined below) the Subject Shares set forth opposite its name on Schedule A hereto, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting or the Transfer of such Subject Shares, except as set forth in Section 3 and Section 4 of this Agreement.

SECTION 2. Representations and Warranties of Parent. Parent hereby represents and warrants to each Stockholder as follows: Parent has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by each Stockholder, constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms. The execution and delivery by Parent of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof, will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time or both) under, or give rise to a right of termination, cancelation or acceleration of any

obligation or loss of a benefit under, or result in the creation of any Lien on any properties or assets of Parent under, (i) any provision of the Second Amended and Restated Articles of Incorporation or by-laws of Parent, (ii) any Contract to which Parent is a party or by which any of its properties or assets are bound or (iii) subject to the filings and other matters referred to in the last sentence of this Section 2, any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Parent or any of its properties or assets, except in the case of each of clauses (ii) and (iii), as is not reasonably likely to (x) have a Material Adverse Effect on Parent, (y) impair the ability of Parent to perform its obligations under this Agreement or (z) prevent or materially delay the consummation of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Parent in connection with the execution and delivery of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby except for such filings under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and except those which are not reasonably likely to (x) have a Material Adverse Effect on Parent, (y) impair the ability of Parent to perform its obligations under this Agreement or (z) prevent or materially delay the consummation of the transactions contemplated by this Agreement.

SECTION 3. Covenants of Each Stockholder. Each Stockholder, severally and not jointly, covenants and agrees during the term of this Agreement as follows:

(a) At any meeting of the stockholders of Target called to vote upon the Merger or the Merger Agreement or at any adjournment thereof or in any other circumstances upon which a vote, consent, adoption or other approval (including by written consent solicitation) with respect to the Merger or the Merger Agreement is sought, such Stockholder shall, including by executing a written consent solicitation if requested by Parent, vote (or cause to be voted) the Subject Shares in favor of the adoption by Target of the Merger Agreement and the approval of the terms thereof and of the Merger and each of the other transactions contemplated by the Merger Agreement. Such Stockholder hereby agrees not to take any action by written consent in any circumstance other than in accordance with this paragraph.

(b) At any meeting of the stockholders of Target or at any adjournment thereof or in any other

circumstances upon which a vote, consent, adoption or other approval (including by written consent solicitation) is sought, such Stockholder shall vote (or cause to be voted) all of the Subject Shares of such Stockholder against, and shall not consent to (and shall cause not to be consented to) any of the following (or any agreement to enter into, effect, facilitate or support any of the following): (i) any Takeover Proposal or transaction or occurrence which if proposed and offered to Target or its stockholders (or any of them) would be a Takeover Proposal or (ii) any amendment of Target's Restated Certificate of Incorporation or By-laws or other proposal, action or transaction involving Target or any of its subsidiaries or any of its stockholders, which amendment or other proposal, action or transaction would, or could reasonably be expected to, prevent, impede, interfere with, hinder or delay the consummation of the Merger or any of the other transactions contemplated by the Merger Agreement or the consummation of the transactions contemplated by this Agreement or to dilute in any material respect the benefits to Parent of the Merger and the other transactions contemplated by the Merger Agreement or the transactions contemplated by this Agreement, or change, other than pursuant to the Merger Agreement, in any manner the voting rights of Target Common Stock, Target Series G Preferred Stock or any other voting securities of Target (collectively, "Frustrating Transactions").

(c) Other than in accordance with the terms of this Agreement, such Stockholder shall not (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or consent to any Transfer of, any Subject Shares or any interest therein or enter into any contract, option or other arrangement (including any profit sharing or other derivative arrangement) with respect to the Transfer of, any Subject Shares or any interest therein to any person other than pursuant to the Merger Agreement or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in connection with, directly or indirectly, any Takeover Proposal or otherwise with respect to the Subject Shares. Such Stockholder shall not commit or agree to take any action inconsistent with the foregoing. Notwithstanding any other provision of this Agreement, each Stockholder may Transfer all or a portion of such Stockholder's Subject Shares to any other person if such person expressly agrees in writing to be bound by all of the provisions of this Agreement.

(d) From and after the date of this Agreement, such Stockholder shall not, and shall not authorize or permit any of its Subsidiaries or affiliates (other than



Target in accordance with the Merger Agreement) or any of its or their directors, officers, employees, investment bankers, financial advisors, attorneys, accountants or other representatives to, directly or indirectly, (i) solicit, initiate, encourage (including by way of furnishing information), or take any other action designed to facilitate, any inquiries or the making of any proposal that constitutes, a Takeover Proposal or a Frustrating Transaction, (ii) enter into any agreement with respect to any Takeover Proposal or Frustrating Transaction or (iii) participate in any discussions or negotiations regarding a Takeover Proposal or a Frustrating Transaction; provided that the foregoing shall not restrict actions taken by Stockholders in their capacity as directors of Target in accordance with Section 4.3 of the Merger Agreement.

(e) Except in his capacity as a director of Target, such Stockholder shall not issue any press release or make any other public statement, and shall not authorize or permit any of its Subsidiaries or affiliates (other than Target in accordance with the Merger Agreement) or any of its or their directors, officers, employees, partners, investment bankers, attorneys or other advisors or representatives to issue any press release or make any other public statement, with respect to the Merger Agreement, this Agreement, the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement without the prior written consent of Parent, except as may be required by applicable law, including any filings required under the Exchange Act.

(f) Such Stockholder hereby waives any rights of appraisal, or right to dissent from the Merger, that such Stockholder may have.

SECTION 4. Grant of Irrevocable Proxy. Each Stockholder hereby irrevocably grants throughout the term of this Agreement to, and appoints, John T. Stupka and K. William Grothe, Jr. and any other individual who shall hereafter be designated by Parent, and each of them, such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote, or cause to be voted, such Stockholder's Subject Shares, or grant a consent or approval in respect of such Subject Shares, at any meeting of stockholders of Target or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought, in favor of the adoption by Target of the Merger Agreement and the approval of the terms thereof and of the Merger and each of the other transactions contemplated by the Merger

Agreement. Each Stockholder shall not, directly or indirectly, grant any proxies or powers of attorney with respect to his, her or its Subject Shares to any person in connection with or directly affecting the Merger other than as set forth in this Section 4.

SECTION 5. Further Assurances. Each Stockholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent may reasonably request for the purpose of effectuating the matters covered by this Agreement. In addition, ICI Ventures LLC hereby waives, effective as of the Effective Time, ICI Ventures LLC's rights under (i) Sections 3.I.m and 6 of the Purchase Agreement dated January 11, 2000, between Target and ICI Ventures LLC and (ii) Sections 7(ii), 7(iii)(C)-(E) and 8 of the Certificate of Designation of Target's 7% Series G Junior Convertible Participating Preferred Stock.

SECTION 6. Certain Events. Each Stockholder agrees that this Agreement and the obligations hereunder shall attach to such Stockholder's Subject Shares and shall be binding upon any person or entity to which legal or beneficial ownership of such Subject Shares shall pass, whether by operation of law or otherwise, including such Stockholder's heirs, guardians, administrators or successors. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of Target affecting Target Common Stock or Target Series G Preferred Stock, or the acquisition of additional shares of Target Common Stock, Target Series G Preferred Stock or other voting securities of Target by any Stockholder, the number of Subject Shares listed on Schedule A hereto beside the name of such Stockholder shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of Target Common Stock, Target Series G Preferred Stock or other voting securities of Target issued to or acquired by such Stockholder.

SECTION 7. Assignment. Except as permitted under Section 3(c), neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other parties hereto, except that Parent may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any direct or indirect wholly owned subsidiary of Parent, but no such assignment shall relieve Parent of its obligations under this Agreement.

Any purported assignment in violation of this Section 7 shall be void. Subject to the preceding sentences of this Section 7, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 8. Termination. This Agreement shall terminate upon the earlier of (a) the Effective Time and (b) 10 Business Days after the termination of the Merger Agreement in accordance with its terms. No such termination of this Agreement shall relieve any party hereto from any liability for any breach of this Agreement prior to termination.

SECTION 9. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notices. All notices, requests, clauses, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or sent by overnight or same-day courier (providing proof of delivery) to Parent in accordance with Section 8.02 of the Merger Agreement and to the Stockholders at their respective addresses set forth on Schedule A hereto (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to Sections or Schedules, such reference shall be to a Section or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented. References to a person are also to its permitted successors and assigns.

(d) Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party. The effectiveness of this Agreement shall be conditioned upon the execution and delivery of the Merger Agreement by each of the parties thereto.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(f) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAWS OF SUCH STATE.

(g) No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, Parent and Merger Sub covenant, agree and acknowledge that no recourse under this Agreement shall be had against any current or future director, officer, employee, general or limited partner, member, affiliate or assignee of any Stockholder or any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise incurred by any current or future officer, agent or employee of any Stockholder or any current or future member of any Stockholder or any current or future director, officer, employee, partner, member, affiliate or assignee of any of the foregoing, as such for any obligation of a Stockholder under this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

SECTION 10. Stockholder Capacity. No person executing this Agreement who is or becomes during the term hereof a director or officer of Target makes any agreement or understanding herein in his or her capacity as such director or officer. Each Stockholder signs solely in his or her capacity as the record holder and

beneficial owner of, or the trustee of a trust whose beneficiaries are the beneficial owners of, such Stockholder's Subject Shares and nothing herein shall limit or affect any actions taken by a Stockholder in its capacity as an officer or director of Target, including under Section 4.3 of the Merger Agreement.

SECTION 11. Enforcement. Each of the parties hereto agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Delaware state court or any Federal court located in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any Delaware state court or any Federal court located in the State of Delaware in the event any dispute arises out of or under or relates to this Agreement or any of the transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action, suit or proceeding arising out of or under or relating to this Agreement or any of the transactions contemplated hereby in any court other than any Delaware state court or any Federal court located in the State of Delaware and (d) waives any right to trial by jury with respect to any action, suit or proceeding arising out of or under or relating to this Agreement or any of the transactions contemplated hereby in any Delaware state court or any Federal court located in the State of Delaware, and hereby further and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, Parent has caused this Agreement to be signed by its officer thereunto duly authorized and each Stockholder has signed this Agreement, all as of the date first written above.

WORLDCOM, INC.,

by

\_\_\_\_\_  
Name:

Title:

STOCKHOLDERS:

ICI VENTURES LLC,

by

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
David C. Ruberg

\_\_\_\_\_  
John C. Baker

\_\_\_\_\_  
George F. Knapp

\_\_\_\_\_  
Philip A. Campbell

\_\_\_\_\_  
Ralph J. Sutcliffe

\_\_\_\_\_  
James H. Greene, Jr.

\_\_\_\_\_  
Alexander Navab, Jr.

## SCHEDULE A

(As of April 20, 2000)

<u>Name and Address of Stockholder</u>	<u>Number of Shares of Target Common Stock</u> <sup>1</sup>	<u>Number of Shares of Target Series G Preferred Stock</u>
ICI Ventures LLC c/o Kohlberg Kravis Roberts & Co., L.P. 9 West 57th Street New York, NY 10019	2,172,561	200,000
David C. Ruberg	1,059,005	
John C. Baker	82,228	
George F. Knapp	57,508	
Philip A. Campbell	28,000	
Ralph J. Sutcliffe	213,461	
James H. Greene, Jr.	2,000	
Alexander Navab, Jr.	2,000	
The seven previous individuals, c/o Intermedia Communications Inc. One Intermedia Way Tampa, FL 33647		

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<sup>1</sup> From the 2000 proxy statement of Intermedia Communications Inc. Includes shares subject to options or warrants exercisable within 20 days of April 20, 2000 and to certain other vesting requirements.