

NOTE SATISFACTION AGREEMENT

This NOTE SATISFACTION AGREEMENT ("*Note Satisfaction Agreement*") is entered into by and between *Named Plaintiffs* in the *ERISA Action*, for themselves and on behalf of the *Settlement Class*, on the one hand, and Bernard J. Ebbers ("*Ebbers*"), on the other, as of July __, 2005. Capitalized and italicized terms and phrases have the meanings assigned to them herein or, if not so assigned herein, assigned to them in that certain Class Action Settlement Agreement dated July 1, 2004, to which *Named Plaintiffs* and *Ebbers* are parties (which Class Action Settlement Agreement is referred to herein as the "*Class Action Settlement Agreement*").

RECITALS:

- A. As part of the *Settlement* provided for in the *Class Action Settlement Agreement*, *Ebbers* executed and delivered to Keller Rohrback, L.L.P., in trust for the WorldCom ERISA Litigation Settlement Fund a promissory note dated September 14, 2004 (the "*Ebbers Note*").
- B. The *Ebbers Note* provides for certain payments to be made in the future, in amounts equal to one percent (1%) of payments made on the *Company Debt* (as defined in the *Ebbers Note*), provided that the total amount to be paid under the *Ebbers Note* on or before the fifth anniversary thereof is in all events to be not less than \$450,000.
- C. The parties are desirous of providing for the satisfaction of the *Ebbers Note* by a single payment to be made on the terms and conditions set forth herein.

AGREEMENT:

1. Payment. On or before July 13, 2005, *Ebbers* shall deposit the sum of \$450,000 with Keller Rohrback, LLP, to be held in escrow in an interest-bearing account at Wells Fargo Bank or comparable financial institution pending the occurrence of the "*Approval Date*" as defined below.
2. Court Approval. Promptly upon execution hereof, *Named Plaintiffs* shall file a motion with the *Court* seeking approval of this *Note Satisfaction Agreement* on behalf of the *Settlement Class*. As used herein, the *Approval Date* means the first business day after the *Court's* order approving this *Note Satisfaction Agreement* shall have become *Final*.
3. Distribution to the *Settlement Class*; Satisfaction of *Ebbers Note*. Upon the occurrence of the *Approval Date*, (i) the funds deposited by *Ebbers* pursuant to Paragraph 1 above shall be deemed to be part of the *Settlement Fund* and shall be distributed to the *Plan* in accordance with the *Plan of*

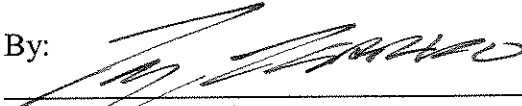
Allocation, and (ii) the *Ebbers Note* shall be deemed satisfied and paid in full in accordance with its terms and *Ebbers* shall have no further obligations under the *Ebbers Note*.

4. Financial Information. In connection with the negotiation of this *Note Satisfaction Agreement*, *Lead Counsel* has received certain financial statements and other financial information concerning *Ebbers* which *Ebbers* had disclosed in connection with his entry into a certain Stipulation of Settlement, dated July 6, 2005, in the action entitled *In re WorldCom, Inc. Sec. Litig.*, Master File No. 02 Civ. 3288 (DLC)(S.D.N.Y.). It is expressly understood that *Named Plaintiffs'* agreement to enter this *Note Satisfaction Agreement* on behalf of themselves and the *Settlement Class* is based on the understanding that *Ebbers'* financial condition was as stated as of the dates of the financial statements and other financial information provided. Should a court determine that *Ebbers* made a material misstatement on such financial statement or other financial information, this *Note Satisfaction Agreement* shall be voidable at the discretion of the *Named Plaintiffs* and, if voided, the parties shall be returned to their status as of the day before the signing of this *Note Satisfaction Agreement* and they shall proceed without prejudice in any way from the negotiation, fact, terms or execution of this *Note Satisfaction Agreement*.
5. Additional Provisions. The provisions of Sections 11.1 through 11.13 of the *Class Action Settlement Agreement* are incorporated herein by this reference, provided that any notices to be delivered hereunder need be delivered only to counsel for the parties hereto.
6. Return of funds if the Approval Date fails to occurs. If the Court declines to grant the motion to be filed by *Named Plaintiffs* seeking approval of this *Note Satisfaction Agreement* upon the terms provided for herein, then Keller Rohrback, LLP shall, within 5 business days, return to *Ebbers* the previously transferred \$450,000 plus any interest accrued thereon.

NAMED PLAINTIFFS:

Dated: July 11, 2005

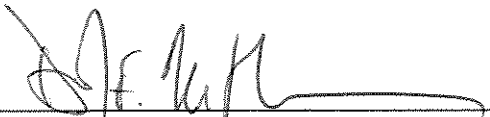
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Dated: July 11, 2005

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