Exhibit 99(d)  
  
 PLEDGE AGREEMENT  
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 THIS PLEDGE AGREEMENT is made and entered into as of June 6, 1997, by and  
between MEDCROSS, INC., a Florida corporation (the "Pledgor"), and Winter  
Harbor, L.L.C., a Delaware limited partnership (the "Pledgee").  
  
 RECITALS  
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 The Pledgor and the Pledgee have entered into that certain Loan Agreement  
of even date herewith (as the same may be amended, modified, extended or  
restated, the "Agreement"), pursuant to which the Pledgee has agreed to make a  
Loan to the Pledgee in the aggregate principal amount of $2,000,000.  
Capitalized terms used herein and not otherwise defined shall have the meanings  
assigned to them in the Agreement. As security for the Loan, the Pledgor has  
agreed to enter into this Pledge Agreement.  
  
 AGREEMENTS  
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 In consideration of loans, credit or other financial accommodation extended  
or continued from time to time to the Pledgor by the Pledgee, the Pledgor does  
hereby agree as follows:  
  
 1. Pledge.  
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 (a) The Pledgor hereby grants to the Pledgee a first priority  
security interest in, and pledges, assigns and delivers to the Pledgee, all the  
issued and outstanding shares of stock of each of I-Link Communications, Inc.  
("I-Link") and Family Telecommunications, Incorporated ("FTI"), each a Utah  
corporation and a wholly owned subsidiary of the Pledgor (the "Stock"), and  
shall deliver to Pledgee simultaneously with the execution and delivery hereof,  
the stock certificates described in Exhibit A annexed hereto evidencing the  
Stock and stock powers relating thereto, duly executed in blank.  
  
 (b) The Pledgor and the Pledgee agree that the Stock shall be held on  
the terms and conditions hereinafter set forth as collateral security for the  
obligations of the Pledgor to the Pledgee under the Agreement.  
  
 2. Representations and Warranties. The Pledgor represents and warrants  
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to the Pledgee as follows:  
  
 (a) the Stock constitutes all of the issued and outstanding capital  
stock of each of I-Link and FTI;  
  
 (b) the Stock is validly issued, fully paid and nonassessable and is  
not subject to any liens, charges or encumbrances whatsoever;  
  
 (c) there are no existing options, warrants or other rights to  
purchase any of the Stock;  
  
   
  
  
 (d) the execution, delivery and performance of this Pledge Agreement  
will not conflict with, result in a breach of or constitute a default under any  
indenture or agreement to which the Pledgor, I-Link or FTI is a party or by  
which any of them is bound, or result in the creation or imposition of any lien,  
charge or encumbrance of any nature whatsoever on any of their respective  
property or assets;  
  
 (e) this Pledge Agreement constitutes the legal, valid and binding  
obligation of the Pledgor, enforceable in accordance with its terms;  
  
 (f) the Pledgor has all requisite power and authority to enter into  
this Pledge Agreement and to carry out the transactions contemplated hereby; and  
  
 (g) no consent or approval of any person or entity is or will be  
required in connection with the execution, delivery and performance of this  
Pledge Agreement.  
  
 3. Term. The Pledgee shall hold the Stock as security for the  
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performance by the Pledgor of its obligations and liabilities under the  
Agreement, and the Stock shall be held by the Pledgee until the principal and  
interest due on the Note are paid in full and the Agreement shall have  
terminated, at which time the Pledgee shall deliver the Stock (to the extent not  
otherwise disposed of pursuant hereto) to the Pledgor free and clear of this  
Pledge Agreement, and this Pledge Agreement shall thereupon terminate.  
  
 4. Voting. While the certificates representing the Stock continue to be  
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held by the Pledgee, such certificates shall remain in the name of the Pledgor,  
and the Pledgor shall have and exercise all rights of ownership, including the  
right to vote the Stock; provided, however, that the Pledgor shall not vote the  
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Stock in any manner that is inconsistent with the provisions of the Agreement or  
this Pledge Agreement. If an Event of Default shall occur, the Pledgee shall be  
entitled to the remedies set forth in Section 6 hereof.  
  
 5. Stock Adjustments. The Pledgor agrees that in the event that during  
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the term of this Pledge Agreement any stock dividend, reclassification,  
readjustment or other change is declared or made with respect to the Stock, or  
any subscription, warrant or other option is exercisable with respect to the  
Stock, it shall cause all new, substituted or additional shares or other  
securities issued by reason of any such change or option to be delivered to the  
Pledgee and to be held by the Pledgee under the terms of this Pledge Agreement  
in the same manner as the shares of Stock originally pledged hereunder. There  
likewise shall be deposited with the Pledgee, to be added to the pledged  
property and subject to the pledge, any and all additional issued shares of I-  
Link or FTI to the Pledgor by way of stock dividend, stock splits, stock rights,  
new securities or otherwise, to the end that the Pledgee will at all times hold,  
subject to the pledge, all the issued and outstanding stock of I-Link and FTI.  
  
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 6. Remedies. If an Event of Default shall occur, the Pledgee may, after  
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fifteen days prior notice to the Pledgor, sell, assign and deliver the whole or,  
from time to time, any part of the Stock or any interest or part thereof, at any  
private sale or at public auction, for cash, or credit or for other property,  
for immediate or future delivery, and for such price or prices and on such terms  
as the Pledgee reasonably may determine to be commercially reasonable. The  
Pledgee shall give the Pledgor reasonable notice of the time and place of any  
public sale of the Stock or the time after which any private sale or other  
intended disposition thereof is to be made. The requirement of reasonable  
notice shall be met if notice of such sale or other intended disposition is  
mailed, by certified or registered mail, return receipt requested, to the  
Pledgor at the address set forth in Section 9 at least fifteen days prior to the  
time of such sale or other intended disposition. The Pledgor hereby waives and  
releases any and all right or equity of redemption whether before or after sale  
hereunder. At any such sale the Pledgee may bid for and purchase for its own  
account the whole or any part of the Stock so sold, free from any such right or  
equity of redemption. Upon completion of the sale, Pledgee shall deliver the  
Stock, or any portion thereof, to the purchaser or purchasers thereof. The net  
proceeds of any such sale shall be applied as follows:  
  
 (i) First, to the expenses of the sale and enforcement of this Pledge  
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Agreement, including but not limited to, attorneys' fees and expenses, including  
attorneys' fees out of court, in trial, on appeal, in bankruptcy proceedings, or  
otherwise;  
  
 (ii) Second, to the payment of the Pledgor's obligations under the  
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Agreement, including, without limitation, the payment of interest and principal  
under the Note; and  
  
 (iii) Third, only after payment in full of the above, to the payment  
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to the Pledgor of any excess proceeds, along with any shares of the Stock  
remaining unsold, subject to the receipt of notice of and the provisions of any  
other agreement between the parties with respect to the disposition of said  
excess proceeds or unsold shares. Notwithstanding the sale or other disposition  
of the Stock by the Pledgee hereunder, the Pledgor shall remain liable for any  
deficiency.  
  
 7. Encumbrances. During the term of this Pledge Agreement specified in  
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Section 3, the Pledgor shall not sell, assign, transfer or otherwise dispose of,  
grant any option to any individual or entity other than the Pledgee with respect  
to, or mortgage, pledge or otherwise encumber any of the Stock.  
  
 8. Miscellaneous.  
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 8.1 Transfer taxes, if any, applicable to any transfer of shares of  
Stock upon the occurrence of an Event of Default or upon termination of this  
Pledge Agreement shall be payable by the person or persons to whom the shares  
are being transferred; provided,  
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however, that the Pledgor agrees to reimburse the Pledgee promptly for all such  
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transfer taxes which the Pledgee may be required to pay.  
  
 8.2 No single or partial exercise of any power hereunder shall  
preclude other or future exercise thereof or the exercise of any other power.  
The holder of the Note may proceed against any portion of the security held  
therefor in such order and in such manner as the holder may see fit, without  
waiver of any rights with respect to any other security.  
  
 8.3 The Pledgee may deal in any manner with the Note, the Agreement  
or any other agreement required thereby without notice to or the consent of the  
Pledgor, including, without limitation, in the following manner:  
  
 (a) to modify, supplement or otherwise change any terms of the Note,  
the Agreement or any such other agreement (subject to any right of the Pledgor  
to consent to any modification of or supplement or change to any such terms); to  
grant any extension or renewal of the Note, the Agreement or such other  
agreement; to grant any other waiver or indulgence with respect to the Note, the  
Agreement or such other agreement; and to effect any release, compromise or  
settlement with respect to the Note, the Agreement or such other agreement; and  
  
 (b) to consent to the substitution, exchange or release of all or any  
part of any other security (other than the Stock) at any time held by the  
Pledgee as security or surety for the obligations secured hereby.  
  
 9. Notices. All notices required to be sent hereunder shall be in  
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writing and shall be sent by registered mail, return receipt requested, to the  
parties as follows:  
  
 To the Pledgor:  
  
 Medcross, Inc.  
 00000 Xxxxx Xxxxxxxxx Xxxx Xxxxx  
 Xxxxx 000  
 Xxxxxx, Xxxx 00000  
 Attention: Xxxx X. Xxxxxxx, President  
  
 To the Pledgee:  
  
 Winter Harbor, L.L.C.  
 00000 Xxxxxxxx Xxxx  
 Xxxxxxx, Xxxxxxxx 00000  
 Attention: Xxxxx X. Xxxxx, Xx.  
   
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Addresses may be changed by notice in writing to the other parties.  
  
 10. Choice of Law, etc. This Pledge Agreement shall be construed and  
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enforced under and governed by the laws of the State of Delaware, other than the  
conflicts of law provisions thereof. This Pledge Agreement embodies the entire  
agreement and understanding between the parties and supersedes all prior  
agreements and understandings relating to the subject matter hereof, and this  
Pledge Agreement may not be modified or amended or any term or provision hereof  
waived or discharged except in writing signed by the party against whom such  
amendment, modification, waiver or discharge is sought to be enforced. This  
Pledge Agreement shall be binding on the successors, assigns, and legal  
representatives of the parties hereto and shall inure to the benefit of and be  
enforceable by their successors, assigns, and legal representatives; provided,  
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however, that neither the Stock nor this Pledge Agreement may be assigned or  
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transferred in whole or in part, voluntarily or involuntarily, by the Pledgor  
without the prior written consent of the Pledgee, and the Pledgee may assign  
this Pledge Agreement and all of its rights hereunder without any consent of the  
Pledgor. The headings of this Pledge Agreement are for the purpose of reference  
only and shall not limit or otherwise affect the meaning hereof. The Pledgor  
shall take such further actions as may be reasonably requested by the Pledgee  
from time to time in order to perfect the security interest of the Pledgee  
hereunder and to assure and confirm onto the Pledgee its rights, powers and  
remedies hereunder.  
  
  
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 IN WITNESS WHEREOF, the parties hereto have caused this Pledge  
Agreement to be executed on their behalf all as of the day and year first above  
mentioned.  
  
 MEDCROSS, INC.  
  
  
  
 By: /s/ Xxxx Xxxxxxx  
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 Name: Xxxx Xxxxxxx  
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 Title: President  
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 WINTER HARBOR, L.L.C.  
   
 By: First Media L.P. its member  
  
 By: First Media Corporation, its  
 sole general partner  
  
  
  
 By: /s/ Xxxxx X. Xxxxx, Xx.  
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 Name: Xxxxx X. Xxxxx, Xx.  
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 Title: Secretary  
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 EXHIBIT A  
 TO PLEDGE AGREEMENT  
  
 DESCRIPTION OF PLEDGED SHARES  
  
  
  
The following are the shares pledged pursuant to the Pledge Agreement:  
  
  
 100 shares of the Common Stock of I-Link   
 Communications, Inc. (formerly I-Link Worldwide,   
 Inc.) represented by Certificate No. 2 and   
 standing in the name of Medcross, Inc., on the   
 books of I-Link Communications, Inc.  
  
 2,000 shares of the Common Stock of Family   
 Telecommunications, Incorporated represented   
 by Certificate No. 3 and standing in the name   
 of Medcross, Inc., on the books of Family  
 Telecommunications Incorporated