PLEDGE AGREEMENT  
  
  
 THIS PLEDGE AGREEMENT, dated as of April 1, 1998 (this "Pledge  
Agreement"), is made by Xxxxxxx X. Xxxxxxx (the "Pledgor"), and WorldPort  
Communications, Inc., an Delaware corporation ("Company").  
  
 W I T N E S S E T H:  
  
 WHEREAS, pursuant to an Employment Agreement between Pledgor and the  
Company, as amended (the "Employment Agreement"), Pledgor has purchased 125,000  
shares (the "Preferred Shares") of the Series B Convertible Preferred Stock (the  
"Series B Preferred Stock") at a purchase price of $5.36 per share; and  
  
 WHEREAS, pursuant to the Employment Agreement, the Company has  
extended deferred payment terms to Pledgor in connection with his purchase of  
the Preferred Shares, which deferred payment terms are evidenced by that note  
(the "Note") in the principal amount of Five Hundred Thirty-Two Thousand One  
Hundred Dollars ($532,100) dated the date hereof (the "Note").  
  
 NOW, THEREFORE, for good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the Pledgor agrees with the Company  
that:  
  
 SECTION 1 Pledge. To secure the due and punctual payment and  
performance of the Liabilities (hereinafter defined), the Pledgor hereby pledges  
and grants to the Company a continuing security interest in the following:  
  
 (a) the Preferred Shares acquired by Pledgor (herein called the  
 "Pledged Securities"), the certificates and any other instruments  
 representing or evidencing the Pledged Securities, all rights to receive  
 such certificates or to receive any other evidence of ownership of the  
 Pledged Securities, and all cash, securities, interest, dividends, rights  
 and other property at any time and from time to time received, receivable  
 or otherwise distributed in respect of or in exchange for any or all of the  
 Pledged Securities;  
  
 (b) all other property hereafter delivered to the Company in  
 substitution for or in addition to any of the foregoing, all certificates  
 and instruments representing or evidencing such other property and all  
 cash, securities, interest, dividends, rights and other property at any  
 time and from time to time received, receivable or otherwise distributed in  
 respect of or in exchange for any or all thereof, all claims under any  
 thereof, and all other rights now existing or hereafter arising or acquired  
 under and in connection with any thereof; and  
  
 (c) all proceeds of all of the foregoing.   
  
 All such Pledged Securities, certificates, contracts, instruments, cash,  
 securities, interest, dividends, rights and other property is herein  
 collectively called the "Collateral."  
  
TO HAVE AND TO HOLD the Collateral, together with all rights, title, interests,  
privileges and preferences appertaining or incidental thereto, unto the Company,  
its successors and assigns, forever, subject, however, to the terms, covenants  
and conditions hereafter set forth.  
  
 The term "Liabilities," as used herein, shall mean all obligations and  
liabilities of the Pledgor to the Company under the Note.  
  
 SECTION 2 Warranties and Covenants. So long as any of the  
Liabilities remain outstanding, the Pledgor will, unless the Company shall  
otherwise consent in writing:  
  
 (a) at his expense, promptly deliver to the Company any and all  
 certificates evidencing the Pledged Securities and, from time to time  
 upon request of the Company, such stock powers and other documents,  
 satisfactory in form and substance to the Company, with respect to the  
 Collateral as the Company may reasonably request to preserve and  
 protect, and to enable the Company to enforce, its rights and remedies  
 hereunder;  
  
 (b) not sell, assign, exchange or otherwise transfer any of his  
 right to any of the Collateral; or  
  
 (c) not create or suffer to exist any lien, security interest or  
 other charge or encumbrance against, in or with respect to any of the  
 Collateral except for the pledge hereunder and the security interest  
 created hereby.  
  
 SECTION 3 Further Assurances. The Pledgor agrees that it will, at  
its cost and expense, do such further acts and things, and execute and deliver  
to the Company such additional conveyances, assignments, Uniform Commercial Code  
financing statements, agreements, instruments, and notices as the Company may  
request in order to carry out the pledge of the Collateral or better to assure  
and confirm unto the Pledgor its rights, powers and remedies hereunder.  
  
 SECTION 4 Default.  
  
 (a) The occurrence of either of the following shall constitute a  
 "Default" hereunder: (i) nonpayment, when due, of any amount payable  
 on the Note; or (ii) the failure by the Pledgor to perform any  
 covenant or agreement contained herein.  
  
 (b) Upon the occurrence of a Default, the Company may exercise  
 from time to time any rights and remedies available to it under the  
 Uniform Commercial Code as in effect from time to time in Delaware,  
 including, but not limited to, the sale, assignment, or other disposal  
 of the Pledged Securities in exchange for cash or credit. Pledgor  
 acknowledges the commercial reasonableness of a private sale of the  
 Collateral given the securities law restrictions upon public notice,  
 solicitation and distribution.  
  
 SECTION 5 Termination. Upon payment in full of any and all  
Liabilities, this Pledge Agreement shall terminate, the pledge of the Collateral  
shall become null and void, and all Collateral in possession of the Company  
shall be returned to and become the sole and exclusive property of Pledgor.  
  
 SECTION 6 Notices. All communications and notices hereunder shall be  
in writing and, if mailed, shall be deemed to be given when sent by registered  
or certified mail, postage prepaid, and addressed to the Company at its  
principal place of business and to Pledgor at his last address in the Company's  
records.  
  
 SECTION 7 Binding Agreement; Assignment. This Agreement, and the  
terms, covenants and conditions hereof, shall be binding upon and inure to the  
benefit of the parties hereto, and their respective successors and assigns,  
except that the Pledgor shall not be permitted to assign this Agreement or any  
interest herein or in the Collateral, or any part thereof, or otherwise grant  
any option with respect to the Collateral, or any part thereof.  
  
 SECTION 8 Miscellaneous Provisions. Neither this Agreement nor any  
provision hereof may be amended, modified, waived, discharged or terminated nor  
may any of the Collateral be released or the pledge or the security interest  
created hereby extended, except by an instrument in writing duly signed by or on  
behalf of the Company hereunder.  
  
 SECTION 9 Governing Law; Interpretation. This Agreement shall be  
governed by the internal laws of the State of Delaware. Wherever possible each  
provision of this Agreement shall be interpreted in such manner as to be  
effective and valid under applicable law, but if any provision of this Agreement  
shall be prohibited by or invalid under such law, such provision shall be  
ineffective to the extent of such prohibition or invalidity, without  
invalidating the remainder of such provision or the remaining provisions of this  
Agreement.  
  
 IN WITNESS WHEREOF, the undersigned has caused this Agreement to be  
duly executed as of the date first above written.  
  
  
  
  
 Xxxxxxx X. Xxxxxxx  
  
  
 WORLDPORT COMMUNICATIONS, INC.  
  
  
  
 By  
  
 Name:  
  
 Title: