

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2001-05-04**
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([HTML Version](#) on secdatabase.com)

SUBJECT COMPANY

WORLDPORT COMMUNICATIONS INC

CIK: **857847** | IRS No.: **841127336** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-54433** | Film No.: **1622382**
SIC: **4813** Telephone communications (no radiotelephone)

Mailing Address
975 WEILAND ROAD
BUFFALO GROVE IL 60089

Business Address
975 WEILAND ROAD
BUFFALO GROVE IL 60089
7707928735

FILED BY

STURM DONALD L

CIK: **1002031**
Type: **SC 13D**

Business Address
3033 EAST 1ST AVENUE
SUITE 200
DENVER CO 80206

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. _____) *

WorldPort Communications, Inc.
(Name of Issuer)

Common Stock, \$0.0001 par value
(Title of Class of Securities)

98155 J 10 5
(CUSIP Number)

Richard H. Siegel
Sturm Group, Inc.
3033 East First Avenue, Suite 200, Denver, CO 80206
(303) 394-5005
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 26, 2001

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of 17 C.F.R. ss.240.13d-1(e), 17 C.F.R.

240.13d-1(f), or 17 C.F.R. 240.13d-1(g), check the following box. []

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 17 C.F.R. ss.240.13d-7 for other parties to whom copies are to be sent. * The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act

but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 98155 J 10 5

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Hostmark World, LP
2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)
 - (b)
3. SEC Use Only.....
4. Source of Funds (See Instructions) OO
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6. Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power	- 0 -
8. Shared Voting Power	3,717,500
9. Sole Dispositive Power	- 0 -
10. Shared Dispositive Power	3,717,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13. Percent of Class Represented by Amount in Row (11)
9.8%
14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 98155 J 10 5

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Hostmark World GP, LLC
2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)
 - (b)
3. SEC Use Only.....
4. Source of Funds (See Instructions) AF
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6. Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power	- 0 -
8. Shared Voting Power	3,717,500
9. Sole Dispositive Power	- 0 -
10. Shared Dispositive Power	3,717,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13. Percent of Class Represented by Amount in Row (11)
9.8%
14. Type of Reporting Person (See Instructions)
OO (limited liability company)

CUSIP No. 98155 J 10 5

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

- 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)
 - (b)
- 3. SEC Use Only.....
- 4. Source of Funds (See Instructions) AF
- 5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 6. Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power	- 0 -
	8. Shared Voting Power	3,717,500
	9. Sole Dispositive Power	- 0 -
	10. Shared Dispositive Power	3,717,500

- 11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
- 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 13. Percent of Class Represented by Amount in Row (11)
9.8%
- 14. Type of Reporting Person (See Instructions)
OO (limited liability company)

CUSIP No. 98155 J 10 5

- 1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Sturm Hostmark Investors LLC
- 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)

- (b) [X]
- 3. SEC Use Only.....
- 4. Source of Funds (See Instructions) AF
- 5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) []
- 6. Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power	- 0 -
	8. Shared Voting Power	3,717,500
	9. Sole Dispositive Power	- 0 -
	10. Shared Dispositive Power	3,717,500

- 11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
- 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) []
- 13. Percent of Class Represented by Amount in Row (11)
9.8%
- 14. Type of Reporting Person (See Instructions)
OO (limited liability company)

CUSIP No. 98155 J 10 5

- 1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Sturm Investments LLC
- 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) []
 - (b) [X]
- 3. SEC Use Only.....
- 4. Source of Funds (See Instructions) AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) []
6. Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power	- 0 -
	8. Shared Voting Power	3,717,500
	9. Sole Dispositive Power	- 0 -
	10. Shared Dispositive Power	3,717,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) []
13. Percent of Class Represented by Amount in Row (11)
9.8%
14. Type of Reporting Person (See Instructions)
OO (limited liability company)

CUSIP No. 98155 J 10 5

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Donald L. Sturm
2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) []
 - (b) [X]
3. SEC Use Only.....
4. Source of Funds (See Instructions) AF
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) []
6. Citizenship or Place of Organization
United States of America

Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power	- 0 -
	8. Shared Voting Power	3,717,500
	9. Sole Dispositive Power	- 0 -
	10. Shared Dispositive Power	3,717,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,717,500
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) []
13. Percent of Class Represented by Amount in Row (11)
9.8%
14. Type of Reporting Person (See Instructions)
IN

Item 1. Security and Issuer.

This Schedule 13D relates to the common stock, par value \$0.0001 per share (the "Shares") of WorldPort Communications, Inc., a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 975 Weiland Road, Suite 150, Buffalo Grove, Illinois 60089.

Item 2. Identity and Background.

(a) and (f) This Schedule 13D is filed on behalf of each of the following persons pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Act") with respect to the Shares described in this Schedule: Hostmark World, LP, a Delaware limited partnership, Hostmark World GP, LLC, a Delaware limited liability company, Hostmark World Holdings, LLC, a Delaware limited liability company, Sturm Hostmark Investors LLC, a Delaware limited liability company, Sturm Investments LLC, a Delaware limited liability company, and Donald L. Sturm, an individual citizen of the United States of America (the "Reporting Persons"). Each Reporting Person disavows that he or it is acting with any other Reporting Person(s) as a "group" under Section 13(d) (3) of the Act.

The Reporting Persons are making a single joint filing pursuant to Rule 13d-1(k).

(b) and (c) Immediately prior to the consummation of the transactions contemplated by the Agreement (as defined in Item 3 below), Hostmark World, LP

was a holding company for several operating subsidiaries offering web hosting and related services in various countries in Europe. Hostmark World GP, LLC is the sole general partner of Hostmark World, LP. Hostmark World Holdings, LLC is the sole member and 100% owner of Hostmark World GP, LLC and is also the sole limited partner of Hostmark World, LP. Sturm Hostmark Investors LLC is an investment vehicle which is the majority owner of Hostmark World Holdings, LLC. Sturm Investments LLC is an investment vehicle which owns 100% of Sturm Hostmark Investors LLC. Donald L. Sturm is a private investor and the Chairman and Chief Executive Officer of Sturm Group, Inc., a private investment firm, and owns approximately 98.9% of Sturm Investments LLC. The principal business address for each of the Reporting Persons is c/o Sturm Group, Inc., 3033 East First Avenue, Suite 200, Denver, Colorado 80206.

(d) and (e) During the last five years, none of the Reporting Persons nor any person affiliated with any of them has been (i) convicted in a criminal proceeding (excluding traffic violations and other similar misdemeanors); or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Hostmark World, LP (the "Seller") and WorldPort Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of the Company (the "Purchaser"), entered into a Stock Purchase Agreement dated as of April 25, 2001 (the "Agreement"). Pursuant to the Agreement, Seller transferred to Purchaser all of the issued and outstanding shares of Hostmark World Limited, a private limited company formed under the laws of England and Wales, Hostmark AB, a company formed under the laws of Sweden, and Hostmark GmbH, a company formed under the laws of Germany (the "Subject Companies"), in exchange for up to 5,100,000 Shares. At the closing of the transaction on April 26, 2001, 4,100,000 Shares were issuable to Seller. 3,717,500 of these Shares were issued to Seller and, at Seller's direction, the remaining 382,500 Shares were issued to N M Rothschild & Sons Limited ("Rothschild") as a fee in connection with the transactions contemplated by the Agreement. Up to 1,000,000 additional Shares will be issued to Seller on or about April 26, 2002, subject to reduction upon exercise of Purchaser's indemnification rights under the Agreement (the "Additional Shares").

Item 4. Purpose of Transaction.

The purpose of the transaction was the disposition by Seller of the Subject Companies to Purchaser. The Shares acquired by Seller represented the purchase price for the Subject Companies.

The Reporting Persons will obtain the Additional Shares on or about April 26, 2002 pursuant to the terms of the Agreement, subject to reduction upon exercise of Purchaser's indemnification rights under the Agreement.

On April 25, 2001, Seller and The Heico Companies, L.L.C., a Delaware limited liability company ("Heico"), executed a Shareholders' Agreement which provides that Heico will nominate and vote its shares of the Company to elect Donald L. Sturm or another designee of Seller reasonably acceptable to Heico as a member of the Company's board of directors. The Shareholders' Agreement terminates on the earliest of (a) April 25, 2003; (b) the date on which Seller and its affiliates own less than 1,000,000 Shares; or (c) Seller or any of its

Affiliates engages in a "competing activity" (as defined in the Shareholders' Agreement).

On April 25, 2001, Seller, the Company and Rothschild entered into a Registration Rights Agreement, which provides that the Company will use reasonable efforts to file a registration statement covering the Shares received by Seller and Rothschild within 90 days of their issuance date, to have such registration statement declared effective within 150 days of their issuance date, and to cause the registration statement to remain effective until the earlier of (a) the date on which all of the Shares have been sold or (b) two years after the issuance date. The Registration Rights Agreement applies to both the 4,100,000 Shares already issued to Seller and Rothschild and the Additional Shares.

On April 25, 2001, Seller and Rothschild entered into an Amendment Agreement, which provides that Rothschild will receive 382,500 of the 4,100,000 Shares issuable to Seller at the closing as a fee in connection with the transactions described herein.

The Reporting Persons may decide to sell all or a portion of the Shares owned by them, or to purchase additional Shares in the future. The amount, timing and conditions of any such purchase or sale will depend upon the continuing assessment by the Reporting Persons of all relevant factors, including other business and investment opportunities available to the Reporting Persons, including opportunities to diversify their holdings, economic conditions generally and in the telecommunications business specifically, stock market conditions, the availability and nature of opportunities to dispose of or acquire Shares, and other plans and requirements of the Reporting Persons. Depending upon their assessment of these factors, and other factors that may arise in the future, the Reporting Persons may change their present intentions as stated above.

Except as described herein, none of the Reporting Persons have any current plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Company, or the disposition of securities of the Company;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Company;
- (f) Any other material change in the Company's business or corporate structure;
- (g) Changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;

- (h) Causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g) (4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a) and (b) The Reporting Persons estimate that there are currently 38,050,352 Shares outstanding (based upon 33,950,352 Shares outstanding as of March 22, 2001, as reported in the Company's Form 10-K filed on March 29, 2001, plus 4,100,000 Shares issued pursuant to the Agreement). The interest of each of the Reporting Persons in the Shares is as follows:

<TABLE>

<CAPTION>

Hostmark World, LP

<S>

	<C>
Amount beneficially owned:	3,717,500
Percent of class:	9.8%
Number of shares as to which the person has:	
(i) Sole power to vote or to direct the vote:	- 0 -
(ii) Shared power to vote or to direct the vote:	3,717,500
(iii) Sole power to dispose or to direct the disposition of:	- 0 -
(iv) Shared power to dispose or to direct the disposition of:	3,717,500

Hostmark World GP, LLC

Amount beneficially owned:	3,717,500
Percent of class:	9.8%
Number of shares as to which the person has:	
(i) Sole power to vote or to direct the vote:	- 0 -
(ii) Shared power to vote or to direct the vote:	3,717,500
(iii) Sole power to dispose or to direct the disposition of:	- 0 -
(iv) Shared power to dispose or to direct the disposition of:	3,717,500

Hostmark World Holdings, LLC

Amount beneficially owned:	3,717,500
Percent of class:	9.8%
Number of shares as to which the person has:	
(i) Sole power to vote or to direct the vote:	- 0 -
(ii) Shared power to vote or to direct the vote:	3,717,500
(iii) Sole power to dispose or to direct the disposition of:	- 0 -
(iv) Shared power to dispose or to direct the disposition of:	3,717,500

Sturm Hostmark Investors LLC

Amount beneficially owned:	3,717,500
Percent of class:	9.8%
Number of shares as to which the person has:	

(i)	Sole power to vote or to direct the vote:	- 0 -
(ii)	Shared power to vote or to direct the vote:	3,717,500
(iii)	Sole power to dispose or to direct the disposition of:	- 0 -
(iv)	Shared power to dispose or to direct the disposition of:	3,717,500

Sturm Investments LLC

Amount beneficially owned:	3,717,500	
Percent of class:	9.8%	
Number of shares as to which the person has:		
(i)	Sole power to vote or to direct the vote:	- 0 -
(ii)	Shared power to vote or to direct the vote:	3,717,500
(iii)	Sole power to dispose or to direct the disposition of:	- 0 -
(iv)	Shared power to dispose or to direct the disposition of:	3,717,500

Donald L. Sturm

Amount beneficially owned:	3,717,500	
Percent of class:	9.8%	
Number of shares as to which the person has:		
(i)	Sole power to vote or to direct the vote:	- 0 -
(ii)	Shared power to vote or to direct the vote:	3,717,500
(iii)	Sole power to dispose or to direct the disposition of:	- 0 -
(iv)	Shared power to dispose or to direct the disposition of:	3,717,500

</TABLE>

(c) Except as described herein, none of the Reporting Persons has effected any transactions in Shares during the past 60 days.

(d) Each of the Reporting Persons affirms that, to the best of his or its knowledge, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

On April 25, 2001, Seller and Heico entered into a Shareholders' Agreement, which provides that Heico will nominate and vote its shares of the Company to elect Donald L. Sturm or another designee of Seller reasonably acceptable to Heico as a member of the Company's board of directors. The Shareholders' Agreement terminates on the earliest of (a) April 25, 2003; (b) the date on which Purchaser and its affiliates own less than 1,000,000 Shares; or (c) Seller or any of its Affiliates engages in a "competing activity" (as defined in the Shareholders' Agreement).

On April 25, 2001, Seller, the Company and Rothschild entered into a Registration Rights Agreement, which provides that the Company will use reasonable efforts to file a registration statement covering the Shares received by Seller and Rothschild within 90 days of their issuance date, to have such registration statement declared effective within 150 days of their issuance date, and to cause the registration statement to remain effective until the earlier of (a) the date on which all of the Shares have been sold or (b) two years after the issuance date. The Registration Rights Agreement applies to both the 4,100,000 Shares already issued to Seller and Rothschild and the Additional Shares.

On April 25, 2001, Seller and Rothschild entered into an Amendment Agreement, which provides that Rothschild will receive 382,500 of the 4,100,000 Shares issuable to Seller at the closing as a fee in connection with the transactions described herein.

Item 7. Material to be Filed as Exhibits.

1. Stock Purchase Agreement dated as of April 25, 2001, by and between WorldPort Holdings, Inc. and Hostmark World, LP.
2. Shareholders' Agreement dated as of April 25, 2001, by and between The Heico Companies, L.L.C. and Hostmark World, LP.
3. Registration Rights Agreement dated as of April 25, 2001, by and among WorldPort Communications, Inc., Hostmark World, LP and N M Rothschild & Sons Limited.
4. Amendment Agreement dated as of April 25, 2001, by and between Hostmark World, LP and N M Rothschild & Sons Limited.

Item 8. Signature.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Pursuant to Rule 13d-1(k) this Schedule 13D is filed jointly on behalf of each of Hostmark World, LP, Hostmark World GP, LLC, Hostmark World Holdings, LLC, Sturm Hostmark Investors LLC, Sturm Investments LLC and Donald L. Sturm.

Dated: May 4, 2001

HOSTMARK WORLD, LP

HOSTMARK WORLD GP, LLC

By: /s/ Richard H. Siegel

By: /s/ Richard H. Siegel

Name: Richard H. Siegel

Name: Richard H. Siegel

Title: Authorized Person

Title: Authorized Person

HOSTMARK WORLD HOLDINGS, LLC

STURM HOSTMARK INVESTORS LLC

By: /s/ Richard H. Siegel

By: /s/ Richard H. Siegel

Name: Richard H. Siegel

Name: Richard H. Siegel

Title: Authorized Person

Title: Authorized Person

STURM INVESTMENTS LLC

By: /s/ Richard H. Siegel

/s/ Donald L. Sturm

Name: Richard H. Siegel

Donald L. Sturm

Title: Authorized Person

Attention: Intentional misstatements or omissions of fact
constitute federal criminal violations (See 18 U.S.C. 1001)

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of April 25, 2001, by and among WorldPort Holdings, Inc. ("Purchaser"), a Delaware corporation and wholly-owned subsidiary of WorldPort Communications, Inc. ("WorldPort"), and Hostmark World, LP, a Delaware limited partnership ("Seller"). Certain terms shall have the meanings ascribed to them in Section 7.1.

RECITALS

WHEREAS, Seller is the registered and beneficial owner of all of the issued shares and other outstanding ownership interests in each of the Corporations (as defined below);

WHEREAS, the Corporations are engaged in the business of owning and operating web-hosting facilities and developing, marketing and selling web-hosting and related services (the "Business"); and

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, all of the issued shares and other outstanding ownership interests in the Corporations, on the terms and subject to the conditions set forth in this Agreement.

TERMS OF AGREEMENT

In consideration of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I THE TRANSACTION

1.1 The Stock Purchase. Subject to the terms and conditions of this Agreement, effective as of 8:01 A.M., London time, on the Closing Date (as defined below), Seller hereby shall sell, convey, assign and transfer to Purchaser all of the issued and outstanding capital stock and other ownership interests, if any, in each of the Corporations (the "Stock") free and clear of all Liens (as defined below) and Restrictions (as defined below).

1.2 Consideration. In consideration for the sale and transfer of the Stock, the Purchaser shall deliver to Seller:

(a) within three NASDAQ Trading Days of the Closing Date, 4,100,000 shares of WorldPort Common Stock ("Initial Stock"); and

(b) within three NASDAQ Trading Days after the first anniversary of the Closing Date, 1,000,000 shares of WorldPort Common Stock, (the "Deferred Stock" and together with the Initial Stock, the

"Purchaser Stock"). If at any time prior to the physical delivery of the Deferred Stock, WorldPort changes the number of shares of WorldPort Common Stock issued and outstanding without consideration, as a result of a stock split, reverse stock split, stock dividend, recapitalization or other similar transaction, the number of shares of Deferred Stock to be issued shall be appropriately adjusted.

ARTICLE II

THE CLOSING AND TRANSFER OF STOCK

2.1 Closing. On April 26, 2001 or such other date as agreed upon by Seller and Purchaser (the "Closing Date") in order to effectuate the transactions contemplated by this Agreement (the "Closing") the parties are taking the following actions described in this Article II.

2.2 Deliveries by Purchaser. At the Closing, Purchaser shall deliver (or cause to be delivered) to Seller and, in the case of Section 2.2(a)(ii) to Rothschild, the following:

(a) a copy of the direction to WorldPort's transfer agent to issue (i) 3,717,500 shares of the Initial Stock to Seller or Seller's designee and (ii) upon WorldPort's receipt from Rothschild of the Registration Rights Agreement, executed by Rothschild, 382,500 shares of the Initial Stock to Shield Trust Limited, as nominee of Rothschild, executed by an authorized officer of WorldPort;

(b) the Registration Rights Agreement in the form of Exhibit A hereto (the "Registration Rights Agreement"), executed by WorldPort;

(c) the Indemnification Agreement in the form of Exhibit B hereto (the "Indemnification Agreement"), executed by WorldPort;

(d) a Shareholders' Agreement in the form of Exhibit C hereto (the "Shareholders Agreement") executed by WorldPort and The Heico Companies, LLC;

(e) a Share Assignment Agreement reflecting the transfer of the interests in HGmbH and value attributable thereto (the "HGmbH Share Assignment Agreement");

(f) a Payables Assignment Agreement reflecting the transfer of intercompany payables of HGmbH from Seller to Purchaser (the "HGmbH Payables Assignment Agreement");

(g) instruments of transfer to the extent required in appropriate jurisdictions ("Instruments of Transfer");

(h) an Affiliates Agreement in the form of Exhibit D hereto (the "Affiliates Agreement"), executed by Purchaser; and

(i) such other instruments, notices or documents as may be necessary or reasonably requested by Seller to carry out the

transactions contemplated hereby.

2.3 Deliveries by Seller. At the Closing, Seller shall deliver (or cause to be delivered) the following:

(a) certificates, where applicable, representing all of the Stock, in such form and accompanied by such stock powers, transfer documents or other instruments as shall be reasonably required by Purchaser to transfer all right, title and interest in and to the Stock, free and clear of all Liens and Restrictions and, to the extent requested by Purchaser or Seller, evidence of the resignation or removal of directors, managing directors and officers and bank account signatories of the Corporations and the election or appointment of Purchaser's designees to such positions, as of the Closing;

(b) the Consents referred to in Schedule 4.4;

(c) the Registration Rights Agreement, executed by Seller and Rothschild;

(d) the Indemnification Agreement, executed by Hostmark World, LP, Hostmark World Holdings, LLC, Sturm Group, Inc., and Donald L. Sturm;

(e) the Shareholders Agreement, executed by Seller and Donald L. Sturm;

(f) the HGmbH Share Assignment Agreement, executed by Seller;

(g) the Payables Assignment Agreement, executed by Seller;

(h) the Instruments of Transfer;

(i) the statutory registration and other corporate books and documents of the Corporations;

(j) the Affiliates Agreement, executed by all parties other than Purchaser; and

(k) such other instruments, notices or documents as may be necessary or reasonably requested by Purchaser to carry out the transactions contemplated by this Agreement.

2.4 Allocation of Purchase Price.

(a) Purchaser acknowledges that each of the Corporations is classified as an entity disregarded from its owner for United States federal tax purposes under Treasury Regulation Section 301.7701-3, and Purchaser shall not take any action or permit its Affiliates, officers, directors, employees or agents, or those of the Corporations, to take any action inconsistent with that treatment for any period prior to the

day following the Closing Date. Within 90 days after the Closing, Purchaser will provide to Seller a proposed allocation of purchase price (which purchase price, for this purpose, will include all assumed liabilities) (the "Asset Acquisition Statement"). Within 15 days after the receipt of such Asset Acquisition Statement, Seller will propose to Purchaser in writing any changes to such Asset Acquisition Statement (and in the event no such changes are proposed in writing to Purchaser within such time period, the Seller will be deemed to have agreed to, and accepted, the Asset Acquisition Statement). Purchaser and Seller will endeavor in good faith to resolve any differences with respect to the Asset Acquisition Statement within 15 days after the Purchaser's receipt of written notice of changes from Seller.

(b) Subject to the provisions of the following sentence of this paragraph (b), the purchase price (together with any assumed liabilities) will be allocated in accordance with the Asset Acquisition Statement provided by Purchaser to Seller pursuant to paragraph (a) above and Purchaser and Seller shall, subject to the requirements of any applicable tax law or election, file all Tax Returns and reports consistent with the allocation provided in the Asset Acquisition Statement, if such statement is agreed upon. If Seller withholds its consent to the allocation reflected in the Asset Acquisitions Statement, and Purchaser and Seller have acted in good faith to resolve any differences with respect to items on the Asset Acquisition Statement and thereafter are unable resolve any differences that, in the aggregate, are material in relation to the purchase price, then Seller and Purchaser shall not be bound by the Asset Acquisition Statement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As a material inducement to Seller to enter into the Agreement, Purchaser hereby represents and warrants to Seller, as set forth below:

3.1 Organization and Good Standing; Authority. Each of WorldPort and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of its state of organization. Purchaser has full corporate right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements contemplated hereby and to consummate the transactions contemplated hereby and thereby. Purchaser is duly licensed or qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, lease or operation of its assets and properties or the conduct of its business requires such license or qualification, except where the failure to be so licensed or qualified or in good standing, as the case may be, would not have a Material Adverse Effect. All corporate acts or proceedings (including action by stockholders) required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement, the agreements contemplated hereby and all transactions contemplated

hereby and thereby have been duly and properly taken.

3.2 Validity. This Agreement has been, and the agreements and other documents to be delivered at Closing will be, duly executed and delivered by Purchaser (and WorldPort if WorldPort is a party thereto) and will constitute lawful, valid and legally binding obligations of Purchaser (and WorldPort if WorldPort is a party thereto), enforceable in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

3.3 Violations and Approvals. The execution, delivery and performance of this Agreement, the agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the issuance and delivery of the Purchaser Stock will not (immediately, with notice, the passage of time or both) result in the creation of any Lien, or the acceleration of any indebtedness or other obligation of WorldPort or Purchaser and are not prohibited by, do not violate or conflict with any provision of, and do not and will not (immediately, with notice, the passage of time or both) result in a default under or a breach of (i) the charter or bylaws of WorldPort or Purchaser, (ii) any contract, agreement, permit, license or other instrument to which WorldPort or Purchaser is a party or by which it is bound, (iii) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to WorldPort or Purchaser, or (iv) any law, statute, ordinance, rule or regulation, decree, writ, injunction, judgment or order of any Governmental Authority or of any arbitration award which is binding upon, enforceable against or applicable to WorldPort or Purchaser, except for such creations, terminations, violations, conflicts, breaches, defaults, charges or encumbrances which, individually or in the aggregate, will not have a material adverse effect on WorldPort's or Purchaser's ability to consummate the transactions contemplated hereby.

3.4 Regulatory Filings; Accuracy of Information. Since December 31, 2000, WorldPort has filed with the SEC all statements and reports required to be filed by it pursuant to the Exchange Act. WorldPort's Annual Report on Form 10-K for the year ended December 31, 2000, in the form (including exhibits (whether filed therewith or incorporated by reference therein) and any amendments thereto) filed with the SEC (the "WorldPort Report"), as of its date, did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Other than the WorldPort Report, WorldPort has not filed any other definitive reports or statements with the SEC since March 29, 2001.

3.5 Absence of Certain Changes. Except as disclosed in the WorldPort Report filed with the SEC prior to the date hereof, since December 31, 2000, there has not been (i) any Material Adverse Change with respect to WorldPort; (ii) any declaration, setting aside or payment of any dividend or other distribution with respect to the capital stock of WorldPort; or (iii) any material change by WorldPort in accounting principles, practices or methods.

3.6 Capital Stock. The issuance and delivery by WorldPort of the Purchaser Stock has been duly and validly authorized by all necessary corporate action on the part of WorldPort. The shares of Purchaser Stock to be issued and delivered under this Agreement will be validly issued, fully paid and non-assessable, free and clear of all Liens and Restrictions. The Deferred Stock has been duly and validly reserved for issuance from the authorized and unissued shares of WorldPort Common Stock by action of the WorldPort Board of Directors.

3.7 Brokers. Neither WorldPort nor Purchaser has incurred any obligation for any finder's or broker's or agent's fees or commissions or similar compensation in connection with the transactions contemplated hereby.

3.8 Consents. No consent, authorization, approval, permit or license of, or filing with, any Governmental Authority, except as set forth herein, any lender or any other person or entity is required to authorize, or is required in connection with the delivery of the Purchaser Stock.

3.9 Litigation. Except as disclosed in the Annual Report, there are no legal actions or administrative proceedings or investigations pending, or, to the best knowledge of WorldPort or Purchaser, threatened which seek to enjoin the consummation of the transactions contemplated hereby.

3.10 Acquisition Intent. (i) Purchaser is acquiring the Stock solely for its own account, for investment purposes only and with no current intention or plan to distribute, sell or otherwise dispose of any of such Stock in connection with any distribution; (ii) Purchaser is not a party to any agreement or other arrangement for the disposition of the Stock; (iii) Purchaser is an "accredited investor" as defined in Securities Act Rule 501(a); and (iv) Purchaser, together with WorldPort, (A) is able to bear the economic risk of any investment in the Stock acquired pursuant to this Agreement, (B) can afford to sustain a total loss of that investment, and (C) has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of the proposed investment in the Stock.

3.11 Reliance on Representatives. Each of WorldPort and Purchaser is relying solely on its own representatives (including its own legal counsel, tax advisors and accountants) as to legal, tax and related matters concerning the transaction contemplated by this Agreement and, except as those matters set forth in Section 4.13, is in no way relying on Seller or Seller' representatives (including Seller's legal counsel and accountants) as to such legal, tax, and related matters.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to the Purchaser to enter into this Agreement, Seller represents and warrants to the Purchaser, as set forth below (for purposes of this Article IV and Article V hereof, "Corporations" will be deemed to include Hostmark UK Limited):

4.1 Organization and Qualification. Seller is a limited partnership and each of the Corporations is a company, duly organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction of its organization and has all requisite corporate or partnership (as applicable) power and authority to own, lease and operate its assets and properties and to carry on its business as currently conducted and to execute and deliver this Agreement and the agreements contemplated hereby and to consummate the transactions contemplated hereby and thereby. Seller and each of the Corporations is duly licensed or qualified to do business and is in good standing as a foreign corporation or partnership (as applicable) in each jurisdiction where the ownership, lease or operation of its assets and properties or the conduct of its business requires such license or qualification, except where the failure to be so licensed or qualified or in good standing, as the case may be, would not have a Material Adverse Effect. Seller has made available to Purchaser accurate and complete copies of the charter, if any, and other organizational documents of each of the Corporations and the certificate of limited partnership and partnership agreement of Seller.

4.2 Capitalization; Title.

(a) The entire authorized, issued and outstanding capital stock or other ownership interests in each of the Corporations, and the record (or, as the case may be, legal title holder) and beneficial owner or owners thereof, are set forth in Schedule 4.2(a). All of the Stock of HWL and HAB is duly authorized, validly issued, fully paid and nonassessable. The shares of HGmbH are duly authorized, validly issued, fully paid and nonassessable. The Stock represents all of the outstanding ownership interests in the Corporations. Except as set forth on Schedule 4.2(a), the Stock is owned by Seller free and clear of any Liens or Restrictions.

(b) Other than pursuant to this Agreement or as set forth in Schedule 4.2(b), there is no preemptive right, subscription right, option, warrant, call, proxy, voting trust, voting agreement, right, contract, agreement, commitment, understanding or arrangement with respect to the issuance, sale, delivery or transfer of any of the Stock, including any right of conversion or exchange under any security or other instrument.

(c) Upon transfer of the Stock to Purchaser in accordance with the terms of Article II hereof, Purchaser will receive good title to the Stock free and clear of all Liens and Restrictions.

4.3 Corporate Authorization. Seller has full partnership power and authority to enter into, execute and deliver this Agreement and each other agreement to be executed or delivered by Seller at or as of the Closing ("Seller's Closing Documents") and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and the Seller's Closing Documents have been duly and validly authorized by all necessary partner action.

4.4 Consents and Approvals. Except as set forth in Schedule 4.4, no

consent, approval, waiver, or authorization is required to be obtained by Seller or any of the Corporations from, and no notice or filing is required to be given by Seller or any of the Corporations to (i) any Governmental Authority or (ii) any other third party in connection with the execution, delivery or performance by Seller of this Agreement or any of the Seller's Closing Documents, other than where the failure to obtain such consent, approval, waiver or authorization, or to give or make such notice or filing, would not, individually, or in the aggregate, have a Material Adverse Effect on any of the Corporations.

4.5 Non-Contravention. Except as set forth in Schedule 4.5, the execution, delivery and performance by Seller of this Agreement and the Seller's Closing Documents and the consummation of the transactions contemplated hereby and thereby, do not (a) violate any provision of the certificate of limited partnership, partnership agreement or other organizational documents of Seller or any of the Corporations; (b) subject to obtaining the consents set forth on Schedule 4.4, conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of Seller (relating to the Business) or any of the Corporations under, or in a loss of any benefit to which Seller (relating to the Business) or any Corporation is entitled under, or to a penalty or payment by Seller or any Corporation under, any material contract, agreement or obligation; (c) violate, or result in a breach of or constitute a default under any law or regulation to which Seller or any of the Corporations is subject; or (d) result in the creation of any Lien or Restriction on any of the Stock or any asset of a Corporation.

4.6 Binding Effect. This Agreement constitutes and, when executed and delivered at the Closing, each of the Seller's Closing Documents will constitute, a lawful, valid and legally binding obligation of Seller, enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting the enforcement of creditors' rights generally and general equity principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

4.7 Investments. Schedule 4.7 sets forth the name and jurisdiction of organization of each entity in which any of the Corporations directly or indirectly owns any shares of any capital stock or other equity interest of another person and the amount and nature of the Corporation's interest. All of such stock and equity interests have been validly issued, are fully paid and nonassessable and are free from Liens and Restrictions. Except for the entities listed in Schedule 4.7, the Corporations do not directly or indirectly own any capital stock or other equity interest in any other person.

4.8 Financial Statements; No Undisclosed Liabilities; Absence of Certain Changes.

(a) Attached hereto in Schedule 4.8(a) are copies of the unaudited balance sheets of each of the Corporations at December 31, 2000 and at March 31, 2001 (the "Interim Balance Sheets") and the unaudited statements of earnings from operations of each of the Corporations for the twelve month periods ended

December 31, 2000 and for the three month period ended March 31, 2001 (all such balance sheets and statements of earnings, the "Financial Statements"). Each of the Financial Statements is complete in all material respects, is substantially consistent with the books and records of the respective Corporation and fairly presents, in all material respects, the financial condition as of the respective dates thereof, or the combined results of operations for the respective period then ended, as the case may be of the Corporation to which it relates.

(b) Except as set forth in Schedule 4.8(b), there are no liabilities of any Corporation of the type required to be reflected on a balance sheet prepared in accordance with GAAP other than (1) liabilities provided for in the Interim Balance Sheets with respect thereto included in the Financial Statements and the footnotes thereto, if any; (2) liabilities incurred in the ordinary course of the business since March 31, 2001; (3) liabilities specifically disclosed as such on any schedule hereto, and (4) continuing obligations to perform under the Contracts. As of the Closing Date, all intercompany payables of any of the Corporations will have been either (i) contributed to such Corporation and there will be no liabilities or obligations of any Corporation or the Business to Seller or any Affiliate of Seller, other than under this Agreement and under employment agreements with officers and directors of the Corporations listed on Schedule 4.14(c) or (ii) assigned to Purchaser, in which case such amounts will remain outstanding.

(c) Except as set forth in Schedule 4.8(c) or otherwise disclosed in this Agreement, since March 31, 2001, (i) the Corporations have conducted the Business in the ordinary course and (ii) other than in the ordinary course of the Business, no Corporation has: (1) sold, leased, assigned, pledged, hypothecated or otherwise transferred any individual asset; (2) terminated (other than in accordance with its terms) or amended in a manner materially adverse to the Business any Contract; (3) suffered any material damage, destruction or other casualty loss (whether or not covered by insurance); (4) incurred or assumed, or agreed to incur or assume, any liability (whether or not currently due and payable) ; (5) increased the rate or terms of compensation or benefits for any employee; (6) declared, committed to or made any loan, advance, dividend, distribution or other payment or transfer of assets to Seller or any Affiliate thereof; or (7) entered into an agreement to do any of the foregoing. None of the Corporations has made any regulatory or public filing regarding the transactions contemplated by this Agreement without the prior consent of Purchaser.

4.9 Receivables. The trade debt or receivables, employee advances and VAT debtor receivables and other receivables reflected on the Interim Balance Sheets have arisen from bona fide, arms length transactions in the ordinary course of the Business. All trade debt or receivables, employee advances and VAT debt or receivables and other receivables of the Corporations as of the Closing will have arisen from bona fide, arms length transactions in the ordinary course of the business and will be collectible in the ordinary course of the Business net of applicable reserves as set forth on the Interim Balance Sheets and in Schedule 4.9.

4.10 Prepayments. The prepayments reflected on the Interim Balance

Sheet represent actual cash sums paid by the Corporations for goods or services not received as of March 31, 2001.

4.11 No Material Adverse Effect. Except as set forth in Schedule 4.11, since March 31, 2001, there has been no event or change that has had or is reasonably likely to have a Material Adverse Effect with respect to the Corporations.

4.12 Litigation.

(a) Schedule 4.12(a) sets forth, a complete and accurate list of each civil, criminal or administrative action, suit, claim, hearing, arbitration, proceeding or investigation pending or, to the knowledge of Seller, threatened, against (1) any of the Corporations or (2) Seller or, to the knowledge of Seller, any Affiliate of Seller, and related to the Business.

(b) Except as set forth in Schedule 4.12(b), there is no order, writ, judgment, award, injunction or decree of any Governmental Authority of competent jurisdiction against or affecting the Business.

4.13 Taxes. Except as set forth in Schedule 4.13:

(a) All Tax Returns required to be filed by or on behalf of any of the Corporations have been timely filed and all such Tax Returns are true and complete and all material Taxes due and owing by the Corporations have been paid. Each of the Corporations has withheld and paid over all Taxes required to have been withheld and paid over in connection with amounts paid or owing to any employee, creditor, independent contractor, shareholder or other third party.

(b) None of the assets of any of the Corporations is subject to a lien for Taxes, except for Taxes that are not yet due.

(c) No audit examination, deficiency assessment, refund litigation or other administrative or court proceeding with respect to any Tax Returns or Taxes of any Corporation, is pending or to the knowledge of Seller, threatened. There are no unpaid Tax deficiency assessments or adjustments concerning any Tax Return or Tax liability of any of the Corporations.

(d) With respect to the Corporations, there are no outstanding agreements or waivers to extend the period of limitations for the assessment or collection of any Tax and no power of attorney relating to Tax matters is currently in force.

(e) None of the Corporations is a party to a Tax sharing or allocation agreement or is otherwise liable for the Taxes of another person or entity.

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each current or former plan maintained with respect to Employees to which a Corporation has an obligation to make contributions with respect to employees or former employees of the Business, or

for which a Corporation has any liability for Employees or former employees of the Business, other than plans not maintained by a Corporation to which a Corporation is required to contribute by applicable law ("Benefit Plans"). Seller has made available to Purchaser accurate and complete copies of the Benefit Plans and the most recent actuarial and financial reports related thereto.

(b) Schedule 4.14(b) lists each bonus or other incentive compensation, deferred compensation, salary continuation during any absence from active employment for disability or other reasons, severance, sick days, stock award, stock option, stock purchase, tuition assistance, vacation pay or other employee benefit agreements, policies or arrangements (other than Benefit Plans or Individual Arrangements or employee benefits required by applicable law), to which a Corporation is a party or for which any Corporation has any liability ("Employee Arrangements").

(c) Schedule 4.14(c) lists each individual employment, severance, termination, bonus or other compensation arrangements or agreements with respect to Employees or former employees of the Business to which any Corporation is a party or for which any Corporation has any liabilities (the "Individual Arrangements"). Seller has made available to Purchaser accurate and complete copies of the Individual Arrangements.

(d) Except as set forth in Schedule 4.14(d) with respect to each Benefit Plan, to the extent applicable, (i) such plan has been and is duly registered where required by, and in good standing under, all applicable Laws and, to the knowledge of Seller, no events have occurred or conditions exist that could jeopardize such status; (ii) such plan has been and is in material compliance and has been maintained in all material respects in accordance with its terms and applicable Law and the requirements of any applicable collective bargaining agreement; (iii) all amounts required to be reserved under each book reserved Benefit Plan have been so reserved in accordance with reasonable accounting practices prevailing in the country where such Benefit Plan is established, (iv) the fair market value of the assets of each funded Benefit Plan that is a defined benefit pension plan (or termination indemnity plan), and the liability of each insurer for each Benefit Plan that is a defined benefit pension plan (or termination indemnity plan) and is funded through insurance or the book reserve established for each Benefit Plan that is a defined benefit pension plan (or termination indemnity plan) that utilizes book reserves, together with any accrued contributions, is sufficient to procure or provide for the liability for accrued benefits with respect to those current and former employees of the Business and the Corporations that participate in such Benefit Plan according to the reasonable actuarial or other applicable assumptions and valuations most recently used to determine employer contributions to, or the funded status or book reserve of, such Benefit Plans, and (v) all contributions required to be made to such Benefit Plan have been made.

4.15 Compliance with Laws. Except as set forth in Schedule 4.5, Schedule 4.15 or Schedule 4.20, (i) the Business has been conducted and is being conducted in compliance with all Laws and Governmental Authorizations, and (ii) each Corporation has all material Governmental Authorizations necessary for the

conduct of the Business as currently conducted by it.

4.16 Intellectual Property.

(a) Except as set forth in Schedule 4.16(a), a Corporation, as the case may be, owns or is licensed or otherwise has the right to use Intellectual Property used by it.

(b) Schedule 4.16(b) sets forth a true and correct list of all registered Intellectual Property and of all Intellectual Property licenses. To the knowledge of Seller, the registration of all of the Intellectual Property listed in Schedule 4.16(b) is in full force and effect.

(c) Neither the conduct of the Business or any asset of any Corporation infringes on or otherwise violates any intellectual property rights of any person and no notice has been received by any Corporation or Seller to the contrary, except as set forth in Schedule 4.16(c).

(d) Except as set forth in Schedule 4.16(d), there are no actions or proceedings pending or, to the knowledge of Seller, threatened challenging the validity, enforceability, use or ownership of any material Intellectual Property used by any Corporation, and, to the knowledge of Seller, no person is infringing or otherwise violating any Intellectual Property.

4.17 Labor Matters.

(a) Except as disclosed in Schedule 4.17(a), no Corporation is a party to any labor or collective bargaining agreement with respect to employees and no employees are represented by any labor or equivalent organization.

(b) Except as disclosed in Schedule 4.17(b), there are no organizing activities (including any demand for recognition or certification proceedings) pending or, to the knowledge of Seller, threatened to be brought or filed with any labor relations tribunal or any Governmental Authority involving a Corporation.

(c) Except as disclosed in Schedule 4.12(a), there are no material audits, complaints, charges, claims or proceedings against any Corporation pending, or to the knowledge of Seller, threatened to be brought or filed, with any Governmental Authority based on or arising out of (1) the employment of or termination of employment by any Corporation of any employee or (2) the terms and conditions of employment of any employee of the Business.

(d) Except as disclosed on Schedule 4.17(d), each Corporation is in compliance with all Laws pertaining to the collection and payment of withholding and/or payroll Taxes and similar Taxes with respect to all employees and former employees.

4.18 Contracts.

(a) Schedule 4.18(a) sets forth a list, as of the date hereof, of each

Contract, other than Contracts with vendors involving a payment of less than \$25,000 over a twelve month period. Seller has made available to Purchaser an accurate and complete copy of each Contract.

(b) Except as set forth in Schedule 4.18(b), each Contract is (i) a valid and binding agreement of the Corporation party thereto; (ii) to the knowledge of Seller, a valid and binding agreement of the other party thereto; and (iii) to the knowledge of Seller, is in full force and effect. Except as otherwise provided in Schedule 4.18(b), no default and no event has occurred that, with notice or lapse of time, or both, would constitute a default, has occurred under any Contract by the Corporation party thereto or, to the knowledge of Seller, the other party thereto, which default has not been cured or waived.

(c) Except as set forth in Schedule 4.18(c), since January 1, 2001, no Corporation has received notice from a customer that it intends to terminate or materially and adversely alter its relationship with the Business.

4.19 Property.

(a) Each of the Corporations has good title to all of the assets and properties that are reflected on the Interim Balance Sheet for such Corporation except for assets and properties sold, consumed or otherwise disposed of in the ordinary course of the Business since March 31, 2001, and except as set forth on Schedule 4.19(a) all such assets and properties are owned free and clear of all Liens.

(b) Schedule 4.19(b) is a true, correct and complete schedule of all leases, subleases, licenses and other Contracts (collectively, the "Real Property Leases") under which a Corporation uses or occupies any real property (the land, buildings and other improvements covered by the Real Property Leases being herein called the "Leased Real Property"). Seller has heretofore delivered or caused to be available to Purchaser true, correct and complete copies of all Real Property Leases (including all material modifications, amendments and supplements). Each Real Property Lease is valid, binding on the Corporation party thereto, and, to the knowledge of Seller, is in full force and effect and enforceable against all other parties thereto. All rent and other sums and charges payable by Corporation, as applicable, as tenants thereunder are current, and, to the knowledge of Seller, no default has occurred under any Real Property Lease which default has not been cured or waived.

(c) All tangible assets owned or leased by a Corporation are, collectively, in operating condition sufficient for operation of the Business in the ordinary course. Except as set forth in Schedule 4.19(c), the assets owned or leased by the Corporations are all of the assets used to conduct the Business in a manner consistent with past practice.

4.20 Environmental Law.

(a) Schedule 4.20 sets forth a summary of each notice or claim relating to any litigation, proceeding or investigation pending or initiated, or

threatened, by any Governmental Authority and each order or decree from or continuing agreement with any Governmental Authority or other person with respect to environmental matters in respect of the Business or any Corporation. Except as set forth in Schedule 4.20, the Business has been and is operated in compliance with all Laws relating to environmental conditions, including soil, groundwater and air conditions.

(b) Except as set forth in Schedule 4.20, the Corporations have all material environmental permits necessary for the continued operation of the Business. Except as set forth in Schedule 4.20, neither Seller nor, any Corporation has received notice, nor does Seller or any Corporation have knowledge of any facts that could give rise to any notice, that any Corporation is a potentially responsible party for corrective or remedial action under any applicable Law or regulation. Except as set forth in Schedule 4.20, no Corporation has undertaken any response or remedial actions or clean-up actions of any kind at the request of any Governmental Authority or other person at any facility.

(c) Except as set forth in Schedule 4.20, no Corporation has any liability for the handling or disposal of any substance, or the arrangement for the disposal of any substance, exposure of any employee or other individual to any substance or condition, or the ownership or operation of any property or facility in any manner that will form a basis for any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against a Corporation relating to environmental matters and giving rise to any liability or obligation of any Corporation or Purchaser.

(d) To the knowledge of Seller, except as set forth in Schedule 4.20, all properties owned by a Corporation are free of hazardous substances.

4.21 Finders' Fees. Except for Rothschild, whose fees relating to the sale of the Stock will be paid pursuant to Section 2.2(a), there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller or any of the Corporations that might be entitled to any fee or commission from Seller or any of the Corporations in connection with the transactions contemplated by this Agreement.

4.22 Acquisition Intent (i) Seller is acquiring the shares of Purchaser Stock to be issued pursuant to Section 1.2 solely for its account, for investment purposes only and with no current intention or plan to distribute, sell or otherwise dispose of any of those shares in connection with any distribution, other than transfers to Affiliates in compliance with applicable securities laws; (ii) Seller is not a party to any agreement or other arrangement for the disposition of any shares of Purchaser Stock other than this Agreement; (iii) Seller is an "accredited investor" as defined in Securities Act Rule 501(a); (iv) Seller (A) is able to bear the economic risk of an investment in the Purchaser Stock acquired pursuant to this Agreement, (B) can afford to sustain a total loss of that investment, (C) has such knowledge and experience in financial and business matters that Seller is capable of evaluating the merits and risks of the proposed investment in the Purchaser Stock, (D) has had an adequate opportunity to ask questions and receive answers from the officers

of Purchaser concerning any and all matters relating to the transactions contemplated hereby.

4.23 Reliance on Representatives. Seller is relying solely on its own representatives (including its own legal counsel, tax advisor and accountant) as to legal, tax and related matters concerning the transaction contemplated by this Agreement and is in no way relying on Purchaser or Purchaser's representative (including Purchaser's legal counsel and accountant) as to such legal, tax and related matters.

4.24 Accuracy of Representations. No representation, statement or information made or furnished by Seller or the Corporations to the Purchaser in this Agreement and the various Schedules attached hereto, taken as a whole, contains or shall contain any untrue statement of a material fact or omits or shall omit any material fact necessary to make the information contained therein in light of the circumstances under which they were made not misleading as of the date hereof and as of the Closing Date. Seller and the Corporations have provided or made available to Purchaser or its representatives or agents true, accurate and complete copies of all documents listed or described in the various Schedules attached hereto.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Further Assurances. Following the Closing, each party shall execute and deliver such additional instruments and other documents and shall take such further actions as may be reasonably requested by the other party as necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

5.2 Cooperation. Each of the parties agrees to reasonably cooperate with the other in the preparation and filing of all forms, notifications, reports and information, if any, required pursuant to any law, rule or regulation in connection with the transactions contemplated by this Agreement.

5.3 Consents.

(a) Seller and each of the Corporations shall take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary or proper under applicable laws and regulations to consummate and make effective the transfer of the Stock to the Purchaser, including, without limitation, obtaining all consents, approvals, authorizations, qualifications and orders of any Governmental Authority and parties to Contracts by which it is bound as are necessary for the transfer of the Stock to the Purchaser.

(b) WorldPort and the Purchaser shall take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary or proper under applicable laws and regulations to consummate and make effective the transactions contemplated herein, including, without limitation, obtaining all consents, approvals, authorizations, qualifications and orders of any

Governmental Authority and parties to Contracts by which it is bound, as are necessary for the consummation of the transactions contemplated hereby.

(c) Each of the parties shall make on a prompt and timely basis all governmental or regulatory notifications and filings required to be made by him or it for the consummation of the transactions contemplated hereby.

5.4 Publicity. The parties will consult on the content of any public announcement of the transactions contemplated by this Agreement to be made immediately following the Closing. Except as required by applicable law or regulation, any such public announcement will not include reference to Donald L. Sturm or Sturm Group, Inc. without the prior written consent of Seller.

5.5 Affiliate Transactions. All Contracts or other arrangements between Seller or its Affiliates and any of the Corporations (with the exception of the employment agreements listed in Schedule 4.14(c)), whether written or oral, and whether express or implied, pursuant to which Seller or its Affiliates provide management, administrative, legal, financial, accounting, data processing, insurance, technical support, or other services to the any Corporation or the use of any assets of Seller or its Affiliates, or pursuant to which rights, privileges or benefits are accorded to the Corporations, all of which are listed on Schedule 5.5, shall terminate as of the Closing. After the Closing, neither Purchaser, any Corporation nor any of their Affiliates shall have any rights or obligations under any similar Contract, or arrangement with Seller or its Affiliates (with the exception of the employment agreements listed in Schedule 4.14(c)).

5.6 Nondisclosure. After the Closing, Seller will not disclose, or use directly or indirectly, to, or for the benefit of any person or entity other than Purchaser, any Technical Information, Intellectual Property or other confidential information, data or materials related to any of the Corporations, other than such information, data or materials that is generally known to the public. Seller agrees that any breach of this Section 5.6 will result in irreparable damage to Purchaser for which Purchaser will have no adequate remedy at law, and, therefore if such a breach should occur, Seller consents to any temporary or permanent injunction or decree of specific performance by any court of competent jurisdiction in favor of Purchaser enjoining any such breach, without prejudice to any other right or remedy to which Purchaser shall be entitled.

5.7 Tax Covenants.

(a) The Purchaser shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Corporations for all periods ending on or prior to the Closing Date which are filed after the Closing Date. Such Tax Returns shall be prepared in a manner substantially consistent with past practice, unless a contrary treatment is required by the applicable law. Purchaser shall cause a copy of any such Tax Return, together with all relevant workpapers and other information to the extent such return, workpapers and other information relate solely to the Corporations, to be made available to Seller for review and comment no later than twenty (20) business days prior to the due

date for the filing of such Tax Return (taking into account proper extensions). An exact copy of any such Tax Return shall be provided to Seller no later than ten (10) business days after such Tax return is filed. Seller shall pay all Taxes related to the operations of the Corporations for all periods ending on or prior to the Closing Date to the extent not accrued on the Interim Balance Sheets, which accruals are set forth on Schedule 5.7. Notwithstanding the foregoing, Seller shall not be liable for payroll tax obligations of the Corporations to the extent accrued on the Interim Balance Sheets or, if related to periods after March 31, 2001, accrued as of the Closing Date as set forth on Schedule 5.7.

(b) Purchaser shall prepare or cause to be prepared and file or cause to be filed any Tax Return of the Corporations for periods which begin before the Closing Date and end after the Closing Date (the "Post Closing Returns"). Purchaser shall cause a copy of any such Post Closing Return, together with all relevant workpapers and other information to the extent such return, workpapers and other information relate solely to the Corporations, to be made available to Seller for review and comment no later than twenty (20) business days prior to the due date for the filing of such Post Closing Return (taking into account proper extensions). An exact copy of any such Post Closing Return shall be provided to Seller no later than ten (10) business days after such Tax return is filed. For purposes of this section, in the case of any Taxes that are imposed on a periodic basis and are payable for a taxable period that includes (but does not end on) the Closing Date, the portion of such Tax which relates to the portion of such taxable period ending on the Closing Date shall: (x) in the case of any Taxes other than Taxes based upon or related to income or receipts, be deemed to be the amount of such Taxes for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the entire taxable period, and (y) in the case of any Taxes based upon or related to income or receipts be deemed equal to the amount which would be payable if the relevant taxable period ended on the Closing Date.

(c) The Purchaser, Corporations and Seller shall cooperate, as and to the extent reasonably required and requested by either party in connection with the filing of Tax Returns of the Corporations and any audit, litigation or other proceeding with respect to Taxes.

(d) Survival. This Section 5.7 shall survive until three months after the expiration of the statute of limitations with respect to the applicable Tax.

(e) Transfer Taxes. Purchaser shall be responsible for the filing of Tax Returns (including any documentation) with respect to all transfer, documentation, sales, use, stamp, registration, and similar Taxes and the payment of such taxes incurred in connection with the transfer of the Stock.

(f) Character of Payments. To the extent permitted by applicable law, the parties agree that any indemnification payments (and/or payments or adjustments) made with respect to this Agreement shall be treated for all Tax purposes as an adjustment to the purchase price.

5.8 Insurance. The following will apply regarding insurance policies maintained prior to the Closing by Seller or its Affiliates for the benefit of the Corporations:

(a) If the policy is an occurrence-based policy, coverage relating to occurrences prior to the Closing will continue after the Closing under the terms of the policy. If the policy is a claims-made policy, coverage will cease upon the Closing except for claims or circumstances that could give rise to a claim that are notified to the insurer prior to the Closing, for which coverage shall continue under the terms of the policy.

(b) Where claims are made under these policies, Seller will cause its employees to cooperate fully with Purchaser and the Corporations to comply with the requirements of the insurer and provide such information and assistance as Purchaser may reasonably request. Any monies received by Seller or its Affiliates as a result of any such claim shall be paid over to Purchaser or the Corporations, as the case may be, net of all reasonable costs and expenses of recovery.

5.9 Release of Lease Guaranties.

(a) The parties acknowledge that one or more of the Guarantors have entered into each of the Guaranties. WorldPort and Purchaser will use their reasonable efforts to obtain the release of all of the Guarantors under all of the Guaranties within 30 days following the Closing Date.

(b) Without limiting the generality of Section 5.9(a), the reasonable efforts of WorldPort and Purchaser will include without limitation, entering into substitute guaranties or surety arrangements from WorldPort on substantially the same terms provided in the Guaranties, if necessary to effect the release of the Guarantors under the Guaranties. The reasonable efforts of WorldPort shall also include, if required, WorldPort providing to the landlord of the Slough property a rent indemnity in an amount equal to eight years' rent as provided in Section 13.1.4 of the Deed dated 28 September 2000 ("Slough Deed"), and keeping such rent indemnity in place until November 20, 2008 or such earlier date as it is no longer required to obtain the release of the Guarantors thereunder and under the Second Slough Lease. If required in order to obtain such rent indemnity, WorldPort agrees to deposit funds with a commercial bank (or provide such other collateral or security required by the bank) in an amount sufficient for the commercial bank to provide such rent indemnity. The reasonable efforts of WorldPort shall not require WorldPort to provide a rent indemnity after November 20, 2008, except that, if required by the landlord in order to continue the release of the Guarantors under the Guaranties of the Second Slough Lease, WorldPort will provide the landlord of the Slough property, during the period November 21, 2008 to November 21, 2015 one or more rent indemnities from time to time, as described in Section 8.2.4 of the Second Slough Lease provided that no such rent indemnity need have a term of more than one year and no such rent indemnity need be in an amount greater than the rent then remaining under the term of the Second Slough Lease. The reasonable efforts of WorldPort shall also include increasing the deposit under the lease which is the subject of the Letter of Support (as defined below) by an amount equal to

six months' rent thereunder. Except as specifically provided in this Section 5.9(b) as to the Slough Deed, the Second Slough Lease and the Letter of Support, the reasonable efforts of WorldPort shall not be deemed to include a requirement to provide any rent indemnity, letter of credit, escrow, cash deposit, or prepayment.

(c) The parties hereto and the Guarantors have entered into an Indemnification Agreement of even date herewith in the form attached as Exhibit B. Each of the Guarantors shall have standing to enforce the provisions of this Section 5.9 as if they were parties to this Agreement.

(d) WorldPort agrees that any breach of this Section 5.9 will result in irreparable damage to the Seller and Guarantors for which Seller and Guarantors will not have an adequate remedy at law, and, therefore if such a breach should occur, WorldPort agrees that Seller or any Guarantor shall be entitled a temporary or permanent injunction or decree of specific performance by any court of competent jurisdiction in favor of Seller or any of the Guarantors enjoining any such breach, without the necessity of proof of actual damages or the need for posting a bond and without prejudice to any other right or remedy to which Seller or any of the Guarantors shall be entitled.

ARTICLE VI

INDEMNIFICATION

6.1 Agreement to Indemnify.

(a) Seller agrees to indemnify and hold the Purchaser, its Affiliates (including after Closing, the Corporations) and their respective shareholders, members, directors, officers, employees, attorneys and agents ("Purchaser Indemnifiable Parties") harmless from and against the aggregate of all expenses (including reasonable professional fees and expenses and court costs), losses, costs, deficiencies, diminution in value, liabilities and damages (collectively, "Losses") arising out of or resulting from (i) any breach of a representation or warranty made by Seller in or pursuant to this Agreement, (ii) any inaccuracy in any certificate delivered by Seller or the Corporations pursuant to this Agreement, (iii) any breach of the covenants or agreements made by Seller, the Corporations in or pursuant to this Agreement, or (iv) any Taxes for any period ending on or prior to the Closing Date in excess of the accruals set forth in Schedule 5.7, the amount reserved for payroll Taxes as of the Closing Date. Notwithstanding the foregoing, no claim for Losses arising other than those from any breach of representation or warranty, other than Sections 4.2 or 4.19(a) (the "Excluded Representations") shall be asserted by the Purchaser Indemnifiable Parties until the aggregate of all such Losses exceeds the sum of \$500,000 (the "Deductible") in which case the party entitled to indemnification shall be entitled to the full amount of its Losses in excess of the Deductible. The maximum recovery by the Purchaser Indemnifiable Parties with respect to Losses arising from a breach of representation or warranty, other than a breach of an Excluded Representation, shall be the return or withholding of the Deferred Stock. The maximum recovery by the Purchaser Indemnifiable Parties with respect to Losses arising from a breach of an Excluded Representation shall be

all of the Purchaser Stock less any shares of Deferred Stock returned or withheld pursuant to this Article VI (the "Maximum Shares"), or at Seller's option, exercised by delivery of within five days of demand, immediately available funds in the amount of the recovery, up to an amount equal to (i) Maximum Shares multiplied by (ii) the greater of (x) the average closing price for WorldPort Common Stock for the five trading days prior to the date of the demand and (y) \$2.126.

(b) The Purchaser agrees to indemnify and hold Seller, its Affiliates and their respective shareholders, members, directors, officers, employees, attorneys, and agents harmless from and against all Losses arising out of or resulting from (i) any breach of a representation or warranty made by the Purchaser in or pursuant to this Agreement, (ii) any inaccuracy in any certificate delivered by the Purchaser pursuant to this Agreement, or (iii) any breach of the covenants or agreements made by the Purchaser in or pursuant to this Agreement.

6.2 Survival. Each of the representations and warranties made by Seller and the Purchaser in this Agreement or pursuant hereto shall survive until October 25, 2002. No claim for the recovery of Losses from any breach of representation or warranty or indemnification covenant may be asserted after such representations and warranties or indemnification covenant shall expire; provided, however, that claims first asserted within the applicable period shall survive until finally resolved without possibility of appeal. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. All covenants and agreements in this Agreement shall survive the Closing until fully performed.

6.3 Defense of Third Party Claims. With respect to each third party claim subject to this Article (a "Third Party Claim"), the party seeking indemnification (the "Indemnified Party") shall give prompt notice to the indemnifying party (the "Indemnifying Party") of the Third Party Claim, provided that failure to give such notice promptly shall not relieve or limit the obligations of the Indemnifying Party except to the extent the Indemnifying Party is materially prejudiced thereby. If the remedy sought in the Third Party Claim is solely money damages or if the Indemnified Party otherwise permits, then the Indemnifying Party, at its sole cost and expense, may, upon notice to the Indemnified Party within thirty (30) days after the Indemnifying Party receives notice of the Third Party Claim of its acknowledgement of liability for the claim and desire to assume the defense thereof, assume the defense of the Third Party Claim. If it assumes the defense of a Third Party Claim, then the Indemnifying Party shall select counsel reasonably satisfactory to the Indemnified Party to conduct the defense. The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, unless (i) the settlement or judgment is solely for money damages and the Indemnifying Party admits in writing its liability to hold the Indemnified Party harmless from and against any losses, damages, expenses and liabilities arising out of such settlement or judgment or (ii) the Indemnified Party consents thereto, which consent shall not be unreasonably withheld. The Indemnifying Party shall, to the extent reasonably practicable, provide the

Indemnified Party with thirty (30) days prior notice before it consents to a settlement of, or the entry of a judgment arising from, any Third Party Claim. The Indemnified Party shall be entitled to participate in the defense of any Third Party Claim, the defense of which is assumed by the Indemnifying Party, with its own counsel and at its own expense. With respect to Third Party Claims in which the remedy sought is not solely money damages and the Indemnified Party does not permit the Indemnifying Party to assume the defense, the Indemnifying Party shall, upon notice to the Indemnified Party within fifteen (15) days after the Indemnifying Party receives notice of the Third Party Claim, be entitled to participate in the defense with its own counsel at its own expense. If the Indemnifying Party does not assume the defense of any Third Party Claim in accordance with the terms of this Section, then the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to the Third Party Claim. The parties shall cooperate in the defense of any Third Party Claim and the relevant records of each party shall be made available on a timely basis.

6.4 Seller Limitations. Seller agrees not to make any claim for indemnification against any Corporation or the Purchaser by reason of the fact that he is or was director, officer, employee or agent of any Corporation or was serving at the request of a Corporation as partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the Purchaser, the Corporations against Seller (whether such action, suit, or proceeding, complaint, claim, or demand is pursuant to this Agreement, applicable law, or otherwise).

6.5 Payment by Stock. Purchaser may obtain satisfaction of any indemnification obligation under this Article VI only through the withholding or cancellation of shares of Deferred Stock, valuing such shares at \$2.126 per share, unless, within five days of demand, Seller satisfies such obligations in cash.

6.6 Nature of Remedies. The remedies provided in this Article VI shall be the exclusive remedies of one party against the other with respect any breach of a representation or warranty made in or pursuant to this Agreement or any inaccuracy in any certificate delivered pursuant to this Agreement, except that the provisions of this Section 6.6 shall not preclude any of the parties from bringing any actions, either in law or in equity, based in fraud.

ARTICLE VII

DEFINITIONS

7.1 Defined Terms. As used herein, the following terms shall have the following meanings:

"Affiliate" shall have the meaning ascribed to it in Rule 12b-2 of the

General Rules and Regulations under the Exchange Act, as in effect on the date hereof.

"Contract" means any agreement, contract, lease, note, mortgage, indenture, loan agreement, franchise agreement, covenant, employment agreement, license, instrument, purchase and sales order, commitment, undertaking, obligation, whether written or oral, express or implied.

"Corporations" means Hostmark World Limited, a private limited company formed under the laws of England and Wales ("HWR"), Hostmark AB, a company formed under the laws of Sweden ("HAB") and Hostmark GmbH, a company formed under the laws of Germany ("HGmbH").

"Environmental Laws" means all laws, statutes, decisions, rules, ordinances, regulations, permit conditions, authorizations, moratoria, orders and requirements ("Laws") relating to (i) pollution or the protection of the environment (including air, indoor air or other indoor environmental health or safety conditions, surface water, ground water, soil, land surface or subsurface strata), or (ii) disposal, emissions, discharges, spills, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, import, export, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Guaranties" shall mean each of the following agreements which provide for guaranties with respect to obligations of one or more of the Corporations: (i) a Deed incorporating Licence to Assign, Licence to Change Use and Deed of Variation dated 28 September 2000, relating to Building 86/88 Bestobell Road, Trading Estate, Slough, Berkshire, England; (ii) a Lease dated 28 September 2000, relating to Building 86/88 Bestobell Road, Trading Estate, Slough, Berkshire, England ("Second Slough Lease"); (iii) a Guarantee (SW: Proprieborgen) dated 7 April 2000 relating to a lease agreement entered into on 6 April 2000, between Chalkglade AB (now known as Hostmark AB), and KGK Fastigheter i Lunda AB for the property Ullfors 1, Finspangsgatan 25, Stockholm, Sweden; and (iv) a Letter of support (Patronatserklarung) relating to a lease contract concluded on October 5, 2000, between advantag-e Deutschland GmbH (now known as Hostmark GmbH) and Graphigrund Grundstücksverwaltung GmbH ("Letter of Support").

"Governmental Authority" means any nation or government, any state, regional, local or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantors" shall mean each of Donald L. Sturm, Sturm Group, Inc. and Hostmark World Holdings LLC.

"Intellectual Property" means all copyrights, patents, trademarks, trade names, trade styles, logos, product designations and service marks and all applications (pending or in process) and registrations therefor and licenses

thereof, including the name "Hostmark" and all derivations and abbreviations thereof.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, but not limited to, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code or comparable law or any jurisdiction in connection with such mortgage, pledge, security interest, encumbrance, lien or charge, except (i) liens for Taxes, assessments, not yet due and payable; and (ii) (A) easements, licenses, covenants, rights of way, utility agreements and other similar restrictions, (B) zoning, building and other similar restrictions on the use of real property and (C) other encumbrances of a minor nature that do not, individually or in the aggregate, in any material respect interfere with or impair the continued use of any asset used by the Corporations in the ordinary course of the business consistent with past practice.

"Material Adverse Change (or Effect)" means a change (or effect), in the financial condition, properties, liabilities, obligations, operations, or business of the Corporations, or WorldPort, as applicable, which change (or effect), individually or in the aggregate, is materially adverse to the financial condition, properties, operations, or business of the Corporations, or WorldPort, as applicable.

"Materials of Environmental Concern" means any and all hazardous chemicals and materials, and any and all hazardous substances as defined in CERCLA, hazardous wastes as defined in RCRA, petroleum and petroleum products, radioactive materials, asbestos, and any and all other hazardous chemicals, materials, constituents, pollutants or contaminants regulated under any Environmental Laws.

"NASDAQ Trading Day" means a day The Nasdaq Stock Market is open for trading irrespective of whether WorldPort Common Stock trades on such day.

"Restrictions" means any restriction on the exercise of any rights related to the Stock or the Purchaser Stock, as applicable, including without limitation, proxies, voting agreements, transfer restrictions, agreements to sell or purchase and similar items, other than restrictions set forth in the charter, bylaws or equivalent organizational documents of a Corporation or arising solely by virtue of applicable law.

"Rothschild" means NM Rothschild & Sons Limited.

"SEC" means the United States Securities and Exchange Commission.

"Software" means all electronic data processing systems, information systems, computer software programs, program specifications, charts, procedures, source codes, object codes, input data, routines, data bases and report layouts and formats, record file layouts, diagrams, functional specifications and narrative descriptions, flow charts and other related material and documentation and any and all licenses and copies thereof and rights thereto.

"Tax Authority" includes any state, local, foreign or other governmental authority responsible for the administration of any Taxes.

"Tax Return" means any declaration, estimate, return, report, information statement, schedule or other document (including any related or supporting information) with respect to Taxes that is required to be filed with any Tax Authority.

"Taxes" means all federal, provincial, territorial, state, municipal, local, domestic, foreign or other taxes, imposts, rates, levies, assessments and other charges including, without limitation, ad valorem, capital, capital stock, customs and import duties, disability, documentary stamp, employment, estimated, excise, fees, franchise, gains, goods and services, gross income, gross receipts, income, intangible, inventory, license, mortgage recording, net income, occupation, payroll, personal property, production, profits, property, real property, recording, rent, sales, severance, sewer, social security, stamp, transfer, transfer gains, unemployment, use, value added, water, windfall profits, and withholding, together with any interest, additions, fines or penalties with respect thereto or in respect of any failure to comply with any requirement regarding Tax Returns and any interest in respect of such additions, fines or penalties and shall include any transferee liability in respect of any and all of the above.

"Technical Information" means all information in the nature of know-how, trade secrets, inventions, processes, designs, devices and related information and documentation (excluding any patents or claims subject to a pending patent application and excluding any Software) and any and all licenses and copies thereof and rights thereto.

"WorldPort Common Stock" means the common stock, par value \$0.0001 per share, of WorldPort.

7.2 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificates, reports or other documents made or delivered pursuant hereto or thereto, unless the context otherwise requires.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

(d) As used herein, "knowledge" of Seller means the knowledge of any of the persons listed on Schedule 7.2.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other party):

(a) if to the Purchaser to:

WorldPort Communications, Inc.
975 Weiland Road
Suite 150
Buffalo Grove, Illinois 60089
Attention: John T. Hanson
Telecopy: (847) 537-3797

with a copy to:

McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606
Attention: Helen R. Friedli, P.C.
Telecopy: (312) 984-3669

(b) if to the Seller:

Hostmark World, LP
c/o Sturm Group, Inc.
3033 East First Avenue, Suite 200
Denver, Colorado 80206
Attention: Donald L. Sturm
Richard Siegel
Telecopy: (303) 321-4444

if to Seller: in each case with copies to:

Holme Roberts & Owen LLP
1700 Lincoln Street, Suite 4100
Denver, Colorado 80203-4541
Attn: Charles D. Maguire, Jr.
Telecopy: (303) 866-0200

8.2 Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) and other documents delivered at the Closing pursuant hereto or thereto, contain the entire understanding of the parties in respect of their subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

The Exhibits and Schedules constitute a part hereof as though set forth in full above.

8.3 Expenses. Except as otherwise provided herein, the parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement. All legal fees and expenses of Seller or the Corporations incurred at or prior to the Closing related to the transactions contemplated by this Agreement shall be borne by Seller.

8.4 Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the Purchaser, and Seller. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

8.5 Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein or therein shall be construed to give any other person any legal or equitable rights hereunder, except as expressly provided in Section 5.9 hereof. Except as expressly provided herein or therein, the rights and obligations of this Agreement may not be assigned by any party without the prior written consent of the other parties hereto.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

8.7 Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the Schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

8.8 Governing Law; Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the internal substantive laws of the State of Delaware applicable to contracts executed and to be wholly performed within such State.

8.9 Arm's Length Negotiations; Drafting. Each party herein expressly represents and warrants to all other parties hereto that before executing this

Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; said party has relied solely and completely upon its own judgment in executing this Agreement; said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; said party has acted voluntarily and of its own free will in executing this Agreement; said party is not acting under duress, whether economic or physical, in executing this Agreement; and this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel. This Agreement shall be deemed drafted jointly by the parties and nothing shall be construed against one party or another as the drafting party.

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

PURCHASER:

SELLER:

WORLDPORT HOLDINGS, INC.

HOSTMARK WORLD, LP

By: /s/ Stanley Meadows

By: HOSTMARK WORLD GP, LLC

Title: General Partner

Name: Stanley Meadows

Title: Assistant Secretary

By: HOSTMARK WORLD HOLDINGS, LLC

Title: Manager

By: /s/ Bruno d'Avanzo

Name: Bruno d'Avanzo

Title: Chief Executive Officer

SHAREHOLDERS' AGREEMENT

SHAREHOLDERS' AGREEMENT dated as of April 25, 2001, by and among The Heico Companies, L.L.C., a Delaware limited liability company ("Heico") and Hostmark World LP, a Delaware limited partnership ("Hostmark").

WHEREAS, Heico is the majority stockholder of Worldport Communications, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Company owns all of the outstanding stock of WorldPort Holdings, Inc., a Delaware corporation (the "Purchaser"); and

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of April 25, 2001 (the "Purchase Agreement"), by and among Purchaser and Hostmark, Purchaser purchased all of the issued and outstanding stock of certain corporations owned by Hostmark in return for shares of Company common stock, \$0.0001 par value ("Common Stock") as described therein; and

WHEREAS, Hostmark has required, as a condition to the consummation of the transactions contemplated by the Purchase Agreement, that the parties hereto enter into this Agreement;

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

1. Election of Hostmark Designee. At each annual meeting of the stockholders of the Company, and at each special meeting of the stockholders of the Company called for the purpose of electing directors of the Company, and at any time at which stockholders of the Company shall have the right to, or shall, vote for directors of the Company, then, and in each event, Heico hereby agrees to (a) use commercially reasonable efforts to have the Hostmark Designee (as defined) nominated for director and (b) vote or cause to be voted all shares of Common Stock and all shares of preferred stock of the Company owned by Heico (the "Shares") (or act by written consent with respect to such Shares) for the election of a Hostmark Designee to the Board of Directors of the Company. The term Hostmark Designee shall mean Donald Sturm or a person designated in writing by Hostmark who is reasonably acceptable to Heico, in its sole discretion.

2. Term. This Agreement shall terminate and be of no further force or effect at the earliest to occur of the following (a) the second anniversary of the date hereof, (b) at such time as Hostmark (together with its Affiliates (as defined below)) owns less than 1,000,000 shares of Common Stock or (c) at such time as Hostmark or any of its Affiliates (as defined below) engages in a Competing Activity. The term Affiliate shall mean any entity or person (i) that directly or indirectly controls, is controlled by, or is under common control with, Hostmark, (ii) any other person that is an officer or director of Hostmark or a person or entity specified in clause (i), and (iii) any spouse or immediate

family member or any person described in clauses (i) or (ii). For the purposes of this definition, "control" means the power to direct the management and policies of a person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. For purposes of this Agreement any person or entity that owns 10% or more of the total outstanding voting securities, or rights or warranties to purchase such voting securities, of another entity shall be deemed to "control" such other entity. The term Competing Activity shall mean directly or indirectly (a) engaging in any manner in the Business (as defined in the Purchase Agreement) anywhere in Europe, (b) soliciting any customers of the Company, or any customers of any of the Company's subsidiaries, for products or services directly or indirectly competitive with the products or services provided by the Company or any of its subsidiaries conducting the Business in Europe, (c) soliciting (other than pursuant to a general non-targeted solicitation) for employment or other services, or employing or engaging as a consultant or otherwise, any of the Company's or its subsidiaries, employees, or (d) owning more than 10% of the equity interest (or securities convertible into or exchangeable for such equity interest) or serving as an officer or director of any person or entity that engages in any of the foregoing activities. If Hostmark or any of its Affiliates engages in a Competing Activity then, unless Heico has previously consented in writing to the specific Competing Activity, Hostmark shall cause the Hostmark Designee to promptly resign from the Board of Directors of the Company.

3. Specific Enforcement. Each party hereto expressly agrees that the other party would be irreparably damaged if this Agreement is not specifically enforced. Upon a breach or threatened breach of the terms, covenants and/or conditions of this Agreement by any party, the other parties shall, in addition to all other remedies, each be entitled to a temporary or permanent injunction, and/or a decree for specific performance, in accordance with the provisions hereof, without the necessity of proof of actual damages or the posting of a bond or other security.

4. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid), overnight delivery, or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or overnight delivery, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other party):

If to Heico: The Heico Companies, L.L.C.
 2626 Warrenville Road, Suite 300
 Downers Grove, Illinois 60515
 Attention: Michael E. Heisley, Sr.
 Telecopy: (312) 419-9417

With a copy to: McDermott, Will & Emery
 227 West Monroe Street

Chicago, Illinois 60606
Attention: Helen R. Friedli, P.C.
Telecopy: (312) 984-3669

If to Hostmark: Hostmark World, LP
c/o Sturm Group, Inc.
3033 East First Avenue,
Suite 200
Denver, Colorado 80206
Attention: Donald L. Sturm
Richard H. Siegel
Telecopy: (303) 321-4444

With a copy to: Holme Roberts & Owen LLP
1700 Lincoln Street
Suite 4100
Denver, Colorado 80203
Attention: Charles D. Maguire, Jr.
Telecopy (303) 866-0200

5. Entire Agreement. This Agreement constitutes the entire agreement among the partners hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between them or any of them with respect to such subject matter.

6. Amendments. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement signed by each of the parties.

7. Governing Law; Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the internal substantive laws of the State of Delaware applicable to contracts executed and to be wholly performed within such State.

8. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto. Neither party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

10. Captions. Captions are for convenience only and are not deemed to be part of this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which

together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal of the date and year first above written

THE HEICO COMPANIES, L.L.C.

By: /s/ Stanley Meadows

Name: Stanley Meadows

Its: Assistant Secretary

HOSTMARK WORLD, LP

By: /s/ Bruno d'Avanzo

Name: Bruno d'Avanzo

Its: Chief Executive Officer

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of April 25, 2001, by and between WORLDPORT COMMUNICATIONS, INC., a Delaware corporation ("WorldPort"), HOSTMARK WORLD, LP, a Delaware limited partnership ("Hostmark"), and N M ROTHSCHILD & SONS LIMITED, a limited liability company established under the laws of England and Wales ("Rothschild" and together with Hostmark each a "Holder" and collectively, the "Holders").

WHEREAS, pursuant to that certain Stock Purchase Agreement dated the date hereof, between Hostmark and Worldport Holdings, Inc., a Delaware corporation, and a wholly owned subsidiary of WorldPort ("Purchaser") (the "Purchase Agreement"), WorldPort shall issue shares of common stock, par value \$0.0001 per share, of WorldPort (the "Common Stock") as provided in the Purchase Agreement to Holders in exchange for all of the issued and outstanding stock of the Corporations (as defined in the Purchase Agreement) owned by Hostmark; and

WHEREAS, WorldPort and Holders desire to provide for the registration of the shares of Common Stock to be acquired by Holders;

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

1. Definitions. The following terms when used in this Agreement shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Affiliate" shall mean any person or entity that controls, is under common control with, or is controlled by, a Holder.

"Closing" shall have the meaning set forth in the Purchase Agreement.

"Commission" shall mean the Securities and Exchange Commission.

"Common Stock" shall have the meaning set forth in the preamble to this Agreement.

"Corporations" shall have the meaning set forth in the Purchase Agreement.

"Deferred Stock" shall mean the 1,000,000 shares of Common Stock issued to Hostmark pursuant to Section 1.2(b) of the Purchase Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Holder" shall have the meaning set forth in the preamble to this Agreement.

"Hostmark" shall have the meaning set forth in the preamble to this Agreement.

"Initial Stock" shall mean the 5,000,000 shares of Common Stock issued to Holders pursuant to Section 1.2(a) of the Purchase Agreement.

"Material Adverse Change" shall have the meaning set forth in the Purchase Agreement.

"Person" shall mean any natural person, corporation, firm, partnership, limited liability company, association, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

"Purchase Agreement" shall have the meaning set forth in the preamble of this Agreement.

"Purchaser" shall have the meaning set forth in the preamble to this Agreement.

"Purchaser Stock" shall have the meaning set forth in the Purchase Agreement.

"Registrable Securities" shall mean any of the following at any time owned by Holders (i) Initial Stock and the Deferred Stock and (ii) any equity securities of WorldPort issued or issuable with respect to the securities referred to in clause (i) by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization; provided, however, that any share of such securities shall cease to be a Registrable Security when (i) a registration statement covering such Registrable Security has been declared effective by the Commission and such securities have been disposed of pursuant to such effective registration statement or (ii) such securities are distributed to the public pursuant to Rule 144 (or any similar or successor provision then in force) under the Securities Act.

"Registration Expenses" shall have the meaning provided in Section 3(a).

"Rule 144" shall mean Rule 144 promulgated under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"WorldPort" shall have the meaning set forth in the preamble to this Agreement.

Other terms defined herein shall have the meaning assigned to them herein.

2. Issuance of Purchase Stock. WorldPort shall issue and deliver to Hostmark and to Shield Trust Limited, as nominee of Rothschild, the Purchaser Stock in accordance with and subject to the terms and conditions of the Purchase Agreement. -

3. Registration Procedures. WorldPort shall:

(a) Use its reasonable efforts to (A) prepare and file with the Commission a registration statement with respect to the Initial Stock within ninety (90) days after the Closing, (B) have such registration statement declared effective within one hundred and fifty (150) days from the date of the Closing (one hundred and twenty (120) days if Worldport is, and remains, eligible to use a Form S-3 Registration Statement), and (C) to cause the registration statement to remain effective until the earlier of (i) the date when all Registrable Securities related to the Initial Stock have been sold, or (ii) two (2) years from the Closing;

(b) Use its reasonable efforts to (A) prepare and file with the Commission a registration statement with respect to the Deferred Stock within ninety (90) days of the date of issuance of the Deferred Stock to Holder as provided in the Purchase Agreement, (B) have such registration statement declared effective within one hundred and fifty (150) days from the date of such issuance (one hundred and twenty (120) days if Worldport is, and remains, eligible to use a Form S-3 Registration Statement), and (C) cause the registration statement to remain effective until the earlier of (i) the date when all Registrable Securities related to the Deferred Stock have been sold, or (ii) two (2) years from the date of issuance of the Deferred Stock as provided in the Purchase Agreement;

(c) Use its reasonable efforts to prepare and file with the Commission such amendments and supplements (including post-effective amendments) to such registration statements and the prospectuses used in connection therewith as may be necessary to keep the registration statements effective for the period referred to in Section 2(a) and Section 2(b) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in the registration statement;

(d) Furnish to each seller of Registrable Securities such number of copies of the registration statement, each amendment and supplement thereto (including post-effective amendments), the prospectus included in the registration statement (including each preliminary prospectus) and such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder;

(e) Notify each Holder of such Registrable Securities, at any

time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and WorldPort shall promptly prepare a supplement or amendment (including post-effective amendments) to the prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(f) Cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange on which similar securities issued by WorldPort are then listed, if any;

(g) If reasonably requested by a Holder promptly incorporate in a prospectus such information as the Holder indicates should be included relating to the plan of distribution.

(h) Promptly notify the Holders of Registrable Securities of the following events and (if requested by any such Persons) confirm such notification in writing: (i) the filing of the prospectus or any prospectus supplement and the registration statement and any amendment or post-effective amendment thereto and, with respect to the registration statement or any post-effective amendment thereto, the declaration of the effectiveness of such document; (ii) any requests by the Commission for amendments or supplements to the registration statement or the prospectus or for additional information; (iii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose; and (iv) the receipt by WorldPort of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threat of initiation of any proceeding for such purpose;

(i) Make every reasonable effort to prevent the entry of any order suspending the effectiveness of the registration statement and, in the event of the issuance of any such stop order, or of any order suspending or preventing the use of any related prospectus, WorldPort shall use its reasonable efforts promptly to obtain the withdrawal of such order;

(j) Cooperate with the selling Holders of Registrable Securities to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such lots and registered in such names as the Holders of Registrable Securities may request at least two business days prior to any delivery of Registrable Securities to such Holders of Registrable Securities;

(k) To the extent required under the applicable state's law, use its best efforts to (x) register or qualify all Registrable Securities covered by such registration statement under the state securities or "blue sky" laws of up to 10 states in the United States selected by Hostmark, (y) keep such

registration in effect during the term of this Agreement and (z) take any other action which may be reasonably necessary or advisable to enable the Holders of the Registrable Securities to consummate the disposition of such Registrable Securities in such jurisdictions pursuant to the Registration Statement.

(l) Take actions similar to those set forth in clause (k) for such additional states as Hostmark may request in writing provided that all of WorldPort's out-of-pocket costs and expenses related to taking such actions in such additional jurisdictions (including the reasonable fees and expenses of WorldPort's legal counsel) shall be paid by Hostmark.

4. Registration Expenses.

(a) All expenses incident to WorldPort's performance of or compliance with this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, and fees and disbursements of counsel for WorldPort and all independent certified public accountants, and other Persons retained by WorldPort (all such expenses being herein called "Registration Expenses"), shall be borne by WorldPort, and WorldPort shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by WorldPort are then listed or on the NASD automated quotation system if the Common Stock is listed on any such exchange or system.

(b) To the extent Registration Expenses are not required to be paid by WorldPort, each Holder of securities included in any registration hereunder shall pay those Registration Expenses allocable to the registration of the Holder's securities so included, and any Registration Expenses not so allocable shall be borne by all sellers of securities included in the registration in proportion to the aggregate selling price of the securities to be so registered.

5. Representations and Warranties of WorldPort.

WorldPort hereby represents and warrants to Holders that as of the date hereof:

(a) Regulatory Filings; Accuracy of Information. WorldPort's Annual Report on Form 10-K for the year ended December 31, 2000, in the form (including exhibits (whether filed therewith or incorporated by reference therein) and any amendments thereto) filed with the SEC (the "WorldPort Report"), as of its date, did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Other than the WorldPort Report, WorldPort has not filed nor has been required to file pursuant to applicable law any other definitive reports or statements with the SEC since March 29, 2001.

(b) Absence of Certain Changes. Except as disclosed in the

WorldPort Report, since December 31, 2000, there has not been (i) any Material Adverse Change with respect to WorldPort; (ii) any declaration, setting aside or payment of any dividend or other distribution with respect to the capital stock of WorldPort; or (iii) any material change by WorldPort in accounting principles, practices or methods.

(c) Capital Stock. The issuance and delivery by WorldPort of the Initial Stock and the Deferred Stock has been duly and validly authorized by all necessary corporate action on the part of WorldPort. The shares of Initial Stock and Deferred Stock to be issued and delivered under this Agreement will be validly issued, fully paid and non-assessable, free and clear of all Liens (as defined in the Purchase Agreement) and Restrictions (as defined in the Purchase Agreement). The Deferred Stock has been duly and validly reserved for issuance from the authorized and unissued shares of Common Stock by action of the WorldPort Board of Directors.

(d) Consents. No consent, authorization, approval, permit or license of, or filing with, any Governmental Authority, except as set forth herein, any lender or any other person or entity is required to authorize, or is required in connection with the delivery of the Purchaser Stock.

6. Indemnification.

(a) WorldPort agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its affiliates and their respective officers, directors, employees and agents, as the case may be, and each Person who controls the Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and expenses caused by any untrue or alleged untrue statement of material fact contained in any registration statement under which Registrable Securities were registered, any prospectus or preliminary prospectus contained therein or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to WorldPort by such Holder expressly for use therein as provided in Section 5(b) below.

(b) In connection with any registration statement in which a Holder of Registrable Securities is participating, each Holder shall furnish to WorldPort in writing such information and affidavits as WorldPort reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, shall indemnify WorldPort, its directors and officers and each Person who controls WorldPort (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by the Holder; provided, however, that such Holder shall

not be liable in any such case to the extent that any alleged losses or damages result from the failure of WorldPort to promptly amend or take action to correct or supplement any such registration statement or prospectus on the basis of corrected or supplemental information provided in writing by such Holder to WorldPort expressly for such purpose; provided, further, that the obligation to indemnify shall be individual to each Holder and shall be limited to the net amount of proceeds received by the Holder from the sale of Registrable Securities pursuant to the registration statement.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, however, that the failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations under this Section 6, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice) and (ii) permit the indemnifying party to assume and undertake the defense of such claim with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party of its election to undertake and assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof. The indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without the indemnifying party's advance written consent (but such consent shall not be unreasonably withheld). The indemnifying party shall not consent to a settlement of, or the entry of any judgment arising from, any third party claim, unless (i) the settlement or judgment is solely for money damages and the indemnifying party admits in writing its liability to hold the indemnified party harmless from and against any losses, damages, expenses and liabilities arising out of such settlement or judgment or (ii) the indemnified party consents thereto, which consent shall not be unreasonably withheld. An indemnifying party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by the indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between the indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities. WorldPort also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to the party in the event WorldPort's indemnification is unavailable for any reason.

(e) If the indemnification provided for in paragraphs (a) and (b) of this Section 5 is unavailable or insufficient to hold harmless an indemnified party under such paragraphs in respect of any losses, claims, damages, liabilities and expenses in respect thereof referred to therein, then each indemnifying party shall in lieu of indemnifying such indemnified party contribute to the amount paid or payable by such indemnified party as a result

of such losses, losses, claims, damages, liabilities or expenses in such proportion as appropriate to reflect the relative fault of WorldPort, on the one hand, and the sellers of such Registrable Securities on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations, including the failure to give any notice under paragraph (c) of this Section 5. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by WorldPort, on the one hand, or the sellers of such Registrable Securities on the other hand, and to the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. WorldPort and the sellers of Registrable Securities agree that it would not be just and equitable if contributions pursuant to this paragraph were determined by pro rata allocation (even if all of the sellers of such Registrable Securities were treated as one entity for such purpose) or by any other method of allocation which did not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or action in respect thereof, referred to above in this paragraph, shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, no seller of such Registrable Securities shall be required to contribute any amount in excess of the total proceeds received from the sale of such seller's Registrable Securities.

7. Lockup Agreement. Hostmark (and each of its permitted assignees) agrees in connection with any public sale or distribution of the Common Stock by WorldPort pursuant to a registration statement filed with the Commission, that upon the request of WorldPort, such Holder shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any Registrable Securities without the prior written consent of WorldPort, for such period of time (not to exceed 180 days after the effective date of such registration statement) as WorldPort may reasonably request; provided, however, that in no event will such period of time exceed the period that Michael E. Heisley, Sr. or his Affiliates ("Heico") agrees to refrain from similar transactions with respect to any shares not being sold by Heico in such offering. Rothschild (and its permitted assigns) shall be required to agree to refrain from such transactions only to the extent requested by the underwriters for such offering.

8. Reports Under the Securities Laws. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit the Holder to sell securities of WorldPort to the public without registration, WorldPort agrees to use its reasonable efforts to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144, at all times subsequent to 90 days after the effective date of any registration statement covering an underwritten public offering filed under the Securities Act by WorldPort;

(b) File with the Commission in a timely manner all reports and other documents required of WorldPort under the Securities Act and the Exchange Act; and

(c) Furnish to any the Holder so long as the Holder owns any of the Registrable Securities forthwith upon request a written statement by WorldPort that it has complied with the reporting requirements of Rule 144 (at any time after 90 days after the effective date of the registration statement filed by WorldPort), and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of WorldPort, and such other reports and documents so filed by WorldPort as may be reasonably requested by any the Holder in availing itself of any rule or regulation of the Commission permitting the selling of any the securities without registration.

9. Release and Covenants.

(a) Rothschild hereby represents and warrants to WorldPort that it is acquiring the shares of Purchaser Stock to be issued pursuant to Section 1.2(a) and (b) of the Purchase Agreement solely for its account, for investment purposes only and with no current intention or plan to distribute, sell or otherwise dispose of any of those shares in connection with any distribution; (ii) Rothschild is not a party to any agreement or other arrangement for the disposition of any shares of Common Stock other than this Agreement; (iii) Rothschild is an "accredited investor" as defined in Securities Act Rule 501(a); (iv) Rothschild (A) is able to bear the economic risk of an investment in the Common Stock acquired pursuant to the Purchase Agreement, (B) can afford to sustain a total loss of that investment, (C) has such knowledge and experience in financial and business matters that Rothschild is capable of evaluating the merits and risks of the proposed investment in the Common Stock, (D) has had an adequate opportunity to ask questions and receive answers from the officers of Purchaser concerning any and all matters relating to the transactions contemplated pursuant to this Agreement and the Purchase Agreement and related documents thereto.

(b) Rothschild hereby covenants and agrees, that as of the date hereof, any agreement between Rothschild and any of the Corporations (including, but not limited to the letter agreements dated November 13, 2000 and March 30, 2001 (the "Engagement Letter") and the Terms and Conditions referred to in the Engagement Letter) is hereby terminated and shall be of no further force or effect, except that the provisions contained in Sections 13 and 14 of the Terms and Conditions shall remain in effect but only to the extent relating to activities prior to the date hereof.

(c) Except for (a) potential claims for indemnification pursuant to Section 13 of the Terms and Conditions relating to activities prior to the date hereof, and (b) those liabilities of the Corporations for fees and expenses listed on Schedule A of this Agreement, Rothschild for it and its affiliates, hereby forever fully and irrevocably releases WorldPort and the Corporations and their predecessors, successors, assigns and past and present shareholders, directors, officers, employees, agents, and representatives

(collectively, the "Released Parties") from any and all claims, fees, costs, expenses, demands, and causes of action of every kind and nature arising on or prior to the date hereof (including, without limitation, claims for damages, costs, expenses, and attorneys', brokers' and accountants' fees and expenses and any claims or liabilities related to agreements terminated pursuant to clause (b) above), whether known or unknown, suspected or unsuspected (collectively, the "Released Claims"). Rothschild hereby irrevocably agree to refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any suit, action, or proceeding of any kind, in any court or before any tribunal, against any Released Party based upon any Released Claim.

(d) Worldport agrees that is will not use the Rothschild name in any press release announcing the transactions contemplated by the Purchase Agreement.

10. Assignment of Registration Rights.

The rights granted to a Holder hereunder may be assigned by a Holder to (a) an Affiliate of Holder to the extent that Holder transfers Registrable Securities to such Affiliate or (b) any other person who purchases at least 1,000,000 shares of Registrable Securities but only if such purchase occurs when the registration statements referred to in Sections 3(a) and 3(b) are not in effect. Upon such transfer or assignment, such transferee or assignee shall be deemed a "Holder" under this Agreement, provided, that at least 30 days prior to such transfer, Worldport is furnished with a written agreement executed by such proposed assignee (in form and substance satisfactory to Worldport) pursuant to which such proposed assignee agrees to be bound by the terms of this Agreement. Notwithstanding the foregoing, any Holder that transfers a portion of the Registrable Securities owned by such Holder shall continue to have rights under this Agreement to cause the registration of the Registrable Securities retained by such Holder. In connection with any permitted assignments, WorldPort agrees to cooperate with the transferor to facilitate the timely preparation and delivery of the related certificates representing Registrable Securities being transferred.

11. Miscellaneous.

(a) Remedies. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(b) Amendments and Waivers. Except as otherwise provided

herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of WorldPort and Holders of a majority of the Registrable Securities. The failure of any party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(c) Successors and Assigns. This agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns. No party may assign any rights, benefits, duties or obligations under this Agreement without the prior written consent of the other party.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

(e) Severability. Whenever 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 is held to be prohibited by or invalid under applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Termination. Except for Section 5 and 8 which shall survive indefinitely, this Agreement shall terminate with respect to each Holder of Registrable Securities on the earlier of (a) two (2) years from the date the Deferred Stock is issued (unless pursuant to Section 7 of this Agreement such Holder has been prohibited from selling Registrable Securities, in which case the term of this Agreement shall be extended for the period of such prohibition), (b) the date that there are no longer any Registrable Securities, and (c) the date when no shares of Common Stock are registered under the Exchange Act and WorldPort is no longer required to make any filings under the Exchange Act. Further, Rothschild may terminate all (but not less than all) of its rights and then future obligations under this Agreement upon written notice to WorldPort.

(g) Counterparts. This Agreement may be executed simultaneously in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(h) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a Section of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

(i) Governing Law. This Agreement shall be construed with and governed for all purposes by the internal substantive laws of the State of Delaware, applicable to contracts executed and to be wholly performed within such state.

(j) Notices. All notices, requests, demands, claims, and other

communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other party):

If to WorldPort: WorldPort Communications, Inc.
975 Weiland Road
Suite 150
Buffalo Grove, Illinois 60089
Attention: John T. Hanson
Telecopy: (847) 537-3797

With a copy to: McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606
Attention: Helen R. Friedli, P.C.
Telecopy: (312) 984-3669

If to Hostmark: Hostmark World, LP
c/o Sturm Group, Inc.
3033 East First Avenue,
Suite 200
Denver, Colorado 80206
Attention: Donald L. Sturm
Richard H. Siegel
Telecopy: (303) 321-4444

With a copy to: Holme Roberts & Owen LLP
1700 Lincoln Street
Suite 4100
Denver, Colorado 80203
Attention: Charles D. Maguire, Jr.
elecopy (303) 866-0200

If to Rothschild N M Rothschild & Sons Limited
New Court, St. Swithin's Lane
London, EC4P 4DU
United Kingdom
Attention: Jeremy Boardman
Herve de La Morinere
Telecopy: 44-20-7929-1643

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WORLDPORT COMMUNICATIONS, INC.

By: /s/ Stanley Meadows

Name: Stanley Meadows

Title: Assistant Secretary

HOSTMARK WORLD, LP

By: /s/ Bruno d'Avanzo

Name: Bruno d'Avanzo

Title: Chief Executive Officer

N M ROTHSCHILD & SONS LIMITED

By: /s/ Jeremy Boardman

Name: Jeremy Boardman

Title: Director

Exhibit A
Accrued Rothschild Fees and Expenses

Approximately (pound)35,000 for fees and expenses unrelated to any sale of any of the "Corporations" (as defined in the Purchase Agreement).

[N M ROTHSCHILD & SONS LETTERHEAD]

STRICTLY PRIVATE AND CONFIDENTIAL

Hostmark World, LP
c/o Hostmark World Ltd
Lincoln House
137-143 Hammersmith Road
London W14 0QL

Our ref: FTE/HDLM/63806

For the attention of: Bruno d'Avanzo - Chairman &
CEO, and Daniel J. Frydenlund - CFO

As 25 April 2001

Dear Sirs,

Amendment Agreement

We refer to our Appointment Letter of 30th March 2001 and are writing to confirm our remuneration in the event of an acquisition of Hostmark World Ltd and/or other Hostmark entities by Worldport Communications, Inc. or a subsidiary and/or affiliate thereof ("Worldport"). This agreement replaces the terms of Rothschild's remuneration set out in paragraph 5 of our Appointment Letter of 30 March 2001 as amended by the Amendment Agreement of 20 April 2001, save for the expenses (which are subject to a \$30,000 cap as set forth in the Appointment Letter). For all other purposes the terms of our original Appointment Letter remains in force.

It is hereby agreed that in the event of the closing of such a transaction Rothschild will be paid a Success Fee of 382,500 shares of Worldport common stock. Hostmark will procure that these shares will be delivered by Worldport to a specified Rothschild nominee account contemporaneously with the delivery of the balance of the shares of the account of the seller in the transaction.

Please signify your agreement to the above by signing and dating the enclosed copy.

Yours very truly
for and on behalf of
N M Rothschild & Sons Limited

/s/ Herve de La Moriniere
Herve de La Moriniere

/s/ Jeremy Boardman
Jeremy Boardman

Agreed and accepted

For Hostmark World Ltd.

By /s/ Bruno d'Avanzo

Bruno d'Avanzo
Chairman and CEO of Hostmark World Ltd
and Director of Hostmark World, LP

Date 25 April 2001

By /s/ Daniel J. Frydenlund

Daniel J. Frydenlund
CEO

Date: 25 April 2001
