

TOLLING AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the STATE OF OKLAHOMA and BERNARD J. EBBERS ("EBBERS") as follows:

1. Ebbers is under investigation for possible violations of the Oklahoma Securities Act, 71 O.S. § 101(1) and the Oklahoma Corrupt Organizations Prevention Act, 22 O.S. § 1401 et seq., in connection with certain activities related to the purchase or sale of WorldCom, Inc. securities during 2000, 2001 and 2002.

2. The applicable statute of limitations for certain of these offenses is ordinarily three years.

3. With respect to any possible violation of the Oklahoma Securities Act, 71 O.S. § 101(1) and the Oklahoma Corrupt Organizations Prevention Act, 22 O.S. § 1401 et seq., as to which the statute of limitations has not run as of the date of the execution of this stipulation, the period of time beginning on the date of the execution of this stipulation and terminating July 13, 2005 (30 days after Ebbers is sentenced in the United States District Court for the Southern District of New York), shall be tolled and excluded from any calculation of time for the purposes of (a) any statute of limitations under the laws of the State of Oklahoma, and (b) any constitutional, statutory or other claim concerning pre-indictment or pre-information delay.

4. Should Ebbers sentencing by the United States District Court for the Southern District of New York be continued or otherwise rescheduled to a date later than June 13, 2005, the tolling period described in paragraph 3 above shall extend to 30 days after Ebbers actual sentencing date.

5. Having been advised by counsel, Ebbers expressly waives his right to raise any defense based, in whole or in part, on the failure of any grand jury to return an indictment or the failure of

the State to file an Information in connection with any of the charges described in paragraph 1 above during the tolling period described in paragraphs 3 and 4 above (including but not limited to any motion to dismiss relating to pre-indictment or pre-information delay and any motion and/or any deference relating to the statute of limitations). It is further the intention and understanding of Ebbers that the period of limitations applicable to the above charges shall be tolled and extended during the tolling period described in paragraphs 3 and 4 above.

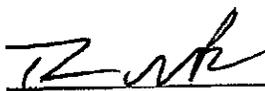
6. This Agreement shall not be construed as a waiver of any other right, claim or defense that Ebbers may have, including (but not limited to) assertion of the statute of limitations or pre-indictment or pre-information delay, if applicable, to periods of time prior or subsequent to the specific aforesaid tolling period. It is specifically understood that Ebbers is not waiving any statute of limitations which has already expired as of the date of the execution of this waiver.

7. This Agreement does not limit or affect in any way the right of the State of Oklahoma to file an Information at any time the State of Oklahoma deems appropriate, including during the tolled period.

Dated: Oklahoma City, Oklahoma
March 29, 2005

W.A. DREW EDMONDSON
Attorney General
State of Oklahoma

By:


Tom Bates
Assistant Attorney General

03/29/2005 14:17 FAX 405 522 0085

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AG DO NOT CALL

STEPTOE & JOHNSON

JOSHUA MANAGEMENT
STEPTOE & JOHNSON

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AGREED AND CONSENTED TO:


Bernard J. Ebbers

3/29/05
DATE


Brian M. Heberlig

3/29/05
DATE

Stephoe & Johnson LLP
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Counsel for Bernard J. Ebbers