

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(AMENDMENT NO. 1)

SAVVIS COMMUNICATIONS CORPORATION  
(Name of Issuer)

Common Stock, par value \$.01 per share  
(Title of class of securities)

805423 10 0  
(CUSIP number)

Nancy C. Gardner, Esq.  
REUTERS AMERICA INC.  
Acting General Counsel  
The Reuters Building  
3 Times Square  
New York, New York 10036  
(646) 223-4203  
(Name, address and telephone number of person authorized  
to receive notices and communications)

May 16, 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 Rule 13d-1(e), 13d-1(f) or 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 Rule 13d-7  
for other parties to whom copies are to be sent.

(Continued on following pages)

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CUSIP No. 805423 10 0

13D

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1

NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO.  
OF ABOVE PERSON

REUTERS GROUP PLC  
IRS NO.

2

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:

(a) ☒  
(b) ☐

3

SEC USE ONLY

4

SOURCE OF FUNDS:

Not Applicable

5

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): ☐

6

CITIZENSHIP OR PLACE OF ORGANIZATION:

England and Wales

7

SOLE VOTING POWER:

0

NUMBER OF  
SHARES

8

SHARED VOTING POWER:

15,187,716  
(see Item 5)

BENEFICIALLY  
OWNED BY

9

SOLE DISPOSITIVE POWER:

0

EACH  
REPORTING

10

SHARED DISPOSITIVE POWER:

15,187,716  
(see Item 5)

PERSON WITH

11

AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:

15,187,716  
(see Item 5)

12

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:

☐

13

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):

14.99%  
(see Item 5)

14

TYPE OF REPORTING PERSON:

HC; CO

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	REUTERS AMERICA INC. IRS NO. 13-3320829
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS:	00; WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION:	Delaware
7	SOLE VOTING POWER:	0
NUMBER OF SHARES		
8	SHARED VOTING POWER:	15,187,716 (see Item 5)
BENEFICIALLY OWNED BY		
9	SOLE DISPOSITIVE POWER:	0
EACH REPORTING		
10	SHARED DISPOSITIVE POWER:	15,187,716 (see Item 5)
PERSON WITH		
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:	15,187,716 (see Item 5)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	14.99% (see Item 5)
14	TYPE OF REPORTING PERSON:	CO

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	REUTERS S.A. IRS NO.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS:	00; WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION:	Switzerland
NUMBER OF SHARES	7	SOLE VOTING POWER: 0
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER: 15,187,716 (see Item 5)
EACH REPORTING	9	SOLE DISPOSITIVE POWER: 0
PERSON WITH	10	SHARED DISPOSITIVE POWER: 15,187,716 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:	15,187,716 (see Item 5)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	14.99% (see Item 5)
14	TYPE OF REPORTING PERSON:	CO



1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	REUTERS HOLDINGS SWITZERLAND SA IRS NO.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS:	WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION:	Switzerland
7	NUMBER OF SHARES	SOLE VOTING POWER: 0
8	BENEFICIALLY OWNED BY	SHARED VOTING POWER: 15,187,716 (see Item 5)
9	EACH REPORTING	SOLE DISPOSITIVE POWER: 0
10	PERSON WITH	SHARED DISPOSITIVE POWER: 15,187,716 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:	15,187,716 (see Item 5)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	14.99% (see Item 5)
14	TYPE OF REPORTING PERSON:	CO

This Amendment No. 1 amends the Schedule 13D dated May 14, 2001, filed by Reuters Group PLC ("RGPLC"), Reuters America Inc. ("RAM") and Reuters S.A. ("RSA") with respect to the common stock, par value \$.01 per share ("Common Stock"), of SAVVIS Communications Corporation ("Savvis") and adds Reuters Holdings Switzerland SA ("RHSSA") as a joint filer of such Schedule 13D.

#### ITEM 2. IDENTITY AND BACKGROUND

Item 2 is hereby amended and supplemented as follows:

Reuters Holdings Switzerland SA ("RHSSA") is added as a Reporting Person, and accordingly, RGPLC, RAM, RSA and RHSSA may be deemed to be a group under Section 13(d) of the Exchange Act and are referred to herein collectively as the "Reporting Persons". A joint filing agreement among the Reporting Persons with respect to the filing of this statement is attached hereto as Exhibit 5 (the "Joint Filing Agreement").

RHSSA is a corporation organized under the laws of Switzerland with its principal executive offices located at 153 route de Thonon, 1245 Collange-Bellerive, Switzerland. The principal business activities of RHSSA are the purchase, ownership and management of interests in enterprises, particularly in companies belonging to RGPLC.

The name, business address, present principal occupation or employment (including the name, principal business and address of any corporation or other organization, in which such employment is conducted), and citizenship of each director and executive officer of RHSSA is set forth on Schedule D attached hereto, respectively.

#### ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 is hereby amended and supplemented as follows:

The consideration for the purchase of the Notes at the Initial Closing (each as defined below) was the payment of \$10 million in cash by RHSSA pursuant to the Securities Purchase Agreement (as defined below). RHSSA used working capital to purchase such Notes and expects to use working capital for the purchase of any additional Notes.

#### ITEM 4. PURPOSE OF TRANSACTION

Item 4 is hereby amended and supplemented as follows:

On May 16, 2001, RHSSA and Savvis entered into a securities purchase agreement (the "Securities Purchase Agreement") pursuant to which RHSSA has agreed to purchase from Savvis, and Savvis has agreed to issue and sell to RHSSA, subject to the satisfaction of a number of conditions, up to \$30 million (\$45 million under certain circumstances, as described below) aggregate principal amount of 12% convertible senior secured notes of Savvis due May 1, 2005 (the "Notes"). Also, on May 16, 2001, RHSSA and Savvis completed an initial

closing under the Securities Purchase Agreement in which RHSSA subscribed for and purchased from Savvis \$10 million aggregate principal amount of the Notes (the "Initial Closing"). Copies of the Securities Purchase Agreement and the Note issued to RHSSA at the Initial Closing are attached hereto as Exhibit 6 and Exhibit 7, respectively, and are incorporated herein by reference.

Under the Securities Purchase Agreement, Savvis has the right, subject to a number of conditions, to cause RHSSA to purchase Notes each month from June 2001 through and including August 2001, in amounts per month not to exceed those set forth in the Securities Purchase Agreement, for an aggregate amount (including the Notes purchased at the Initial Closing) not to exceed \$30 million. In the event that the Closing under the Asset Purchase Agreement has not been consummated and the Asset Purchase Agreement has not been terminated by 11:59 p.m., New York time, on August 31, 2001, Savvis may cause RHSSA to purchase up to \$7.5 million of Notes on September 4, 2001, subject to satisfaction of certain conditions, and, if the Closing under the Asset Purchase Agreement has not been consummated and the Asset Purchase Agreement has not been terminated by 11:59 p.m., New York time, on September 30, 2001, Savvis may cause RHSSA to purchase up to \$7.5 million of Notes on October 1, 2001, subject to satisfaction of certain conditions.

RHSSA's obligation to purchase additional Notes from Savvis is subject to a number of conditions, including Savvis having obtained waivers from certain of its lenders and a condition that Reuters Limited and Savvis having executed a term sheet, in form and substance satisfactory to Reuters Limited, for an agreement for supply by Savvis to Reuters Limited of certain data transport network services and the operation, management and maintenance thereof (the "NSA"). Additionally, if the purchase by RHSSA of any additional Notes would cause RHSSA or any of its affiliates to become an "interested stockholder" for purposes of Section 203 of the DGCL, RHSSA shall not be required to purchase such Notes unless it receives evidence reasonably satisfactory to it to the effect that the transactions have been approved by the Savvis Board, including for purposes of Section 203 of the DGCL.

The Notes purchased by RHSSA at the Initial Closing are convertible, at any time and at the option of RHSSA, into shares of Common Stock at a conversion price of \$1.35 per share, subject to adjustment as provided in the Notes. All Notes purchased by RHSSA after the Initial Closing, if any, will be convertible into shares of Common Stock at a price to be established with reference to the market price of the Common Stock prior to the execution by Reuters Limited and Savvis of the NSA in the manner provided in the Securities Purchase Agreement and subject to adjustment as provided in the Notes.

Under certain circumstances, if the Company raises additional preferred stock financing, RHSSA's obligation to purchase up to \$ 30 million of Notes may be accelerated and all of the Notes will be converted automatically into shares of convertible preferred stock ("Purchaser Conversion Preferred") having rights, preferences, privileges and restrictions as are determined in accordance with the Securities Purchase Agreement.

RHSSA is entitled to receive interest on the Notes at a rate of 12% per annum, compounded and payable quarterly. Until August 1, 2004, at the discretion of Savvis, any and all interest payments are payable in the form of additional Notes. From and after August 1, 2004, RHSSA is entitled to receive interest at a rate of 12% per annum, compounded and payable quarterly, on the principal amount of the Notes, in cash only.

The Notes are secured by Savvis' interest in a certain leasehold mortgage and real property of Bridge, as evidenced by the Missouri Future Advance Deed of Trust and Security Agreement (the "Deed") by and between SAVVIS Communications Corporation, a Missouri corporation ("Savvis Missouri"), Joseph J. Trad, as trustee, and RHSSA, dated as of May 11, 2001. A copy of the Deed is attached as Exhibit 7 hereto and incorporated herein by reference. Savvis Missouri is a wholly-owned subsidiary of Savvis.

In consideration of the amounts advanced or to be advanced by RHSSA to Savvis pursuant to the Securities Purchase Agreement, Savvis and RHSSA entered into a side letter agreement, dated May 16, 2001 (the "Side Letter") pursuant to which Savvis has agreed that, for so long as RHSSA is the holder of any Notes, shares of Common Stock issuable upon conversion of the Notes, Purchaser Conversion Preferred or Common Stock comprising or convertible into at least 5% of the outstanding voting stock of Savvis, RHSSA shall have the right to: (A) (i) receive notice of all meetings of the Savvis Board, (ii) receive notice of all meetings of committees of the Savvis Board, (iii) designate an observer to attend all such meetings, and (iv) receive all reports, consents, materials and other information distributed to any director of Savvis and (B) nominate and elect such number of directors of Savvis, but no fewer than one director, as shall be determined based upon the proportion of the percentage of the voting power of Savvis held by RHSSA on a fully-diluted, as-converted basis to the number of directors of Savvis, rounded down to the nearest whole number. A copy of the Side Letter is attached hereto as Exhibit 8 hereto and incorporated herein by reference.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) The responses of the Reporting Persons to Rows (11) through (13) of the cover pages of this statement on Schedule 13D are incorporated herein by reference. As of May 16, 2001, RGPLC beneficially owned in the aggregate 15,187,716 shares of Common Stock, representing one share less than 15% of the outstanding shares of Common Stock (the outstanding shares of Common Stock, 101,251,446, being determined, in accordance with Rule 13d-3(d)(1) under the Exchange Act, equal to the sum of (i) 93,844,039 shares, based on the representation made by Savvis under the Securities Purchase Agreement and (ii) RHSSA's right to acquire 7,407,407 shares of Common Stock upon conversion of the Notes purchased by it at the Initial Closing). Until certain conditions are satisfied relating to Section 203 of the DGCL, the number of shares of Common Stock deemed beneficially owned by the Reporting Persons will fluctuate depending on the total number of shares of Common Stock outstanding from time to time, including as a result of the issuance of the Notes which are convertible into shares of Common Stock.



The Savvis Stock Option gives RAM and RSA (collectively, "Reuters") the right to acquire an aggregate of 45,483,702 shares of Common Stock from Bridge subject to certain limitations discussed below. In addition, the Note issued at the Initial Closing gives RHSSA the right to acquire upon conversion approximately 7,407,407 shares of Common Stock, representing approximately 7.32% of the outstanding shares of Common Stock (the outstanding shares of Common Stock, 101,251,446, being determined in accordance with Rule 13d-3(d)(1) under the Exchange Act).

Currently, however, under the terms of the Savvis Stock Option Agreement, Reuters may only exercise the Savvis Stock Option with respect to such number of shares of Common Stock as would not result in Reuters becoming an "interested stockholder" as defined in Section 203 of the DGCL (i.e., the beneficial owner of 15% of the outstanding Common Stock as determined in accordance with Section 203 of the DGCL). As a result, because the Notes currently represent beneficial ownership by RHSSA of 7,407,407 shares of Common Stock (or 7.32% of the outstanding Common Stock (determined in accordance with Section 203 of the DGCL)), the Savvis Stock Option is currently exercisable by Reuters for 7,780,309 shares (or 7.67% of the outstanding Common Stock (determined in accordance with Rule 13d-3(d)(1) under the Exchange Act)). The number of shares of Common Stock which are able to be purchased by Reuters under the terms of the Savvis Stock Option will fluctuate depending on the total number of shares of Common Stock outstanding from time to time and the number of shares otherwise beneficially owned by Reuters as determined under Section 203 of the DGCL, including as a result of the issuance of the Notes which are convertible into shares of Common Stock.

The Savvis Stock Option Agreement also gives Reuters the right to vote the shares of Common Stock subject to the Savvis Stock Option. However, this voting right covers the lesser of (x) the number of shares for which the Savvis Stock Option is exercisable and (y) unless and until any requisite filing under the HSR Act has been made and the waiting period with respect thereto has expired, such number of shares that may be acquired by Reuters without the making of a filing under the HSR Act.

Except as disclosed in this Item 5(a), none of the Reporting Persons beneficially owns, nor, to the best of their knowledge, none of their directors or executive officers beneficially owns, any shares of Common Stock.

(b) The responses of the Reporting Persons to (i) Rows (7) through (10) of the cover pages of this statement on Schedule 13D and (ii) Item 5(a) hereof are incorporated herein by reference.

(c) Except as disclosed in Item 4 hereof, (i) none of the Reporting Persons (other than RHSSA), nor, to the best of their knowledge, any of their directors or executive officers, has effected any transaction in the Common Stock of Savvis since the initial filing on Schedule 13D and (ii) neither RHSSA nor, to the best of its knowledge, any of its directors or executive officers, has effected any transaction in the Common Stock of Savvis during the past 60 days.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

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Item 6 is hereby amended and supplemented as follows:

The response to Item 4 hereof is incorporated herein by reference.

RHSSA is a party to the Securities Purchase Agreement, has been issued the Note purchased at the Initial Closing and the Deed and is party to the Side Letter and to the registration rights agreement between Savvis and RHSSA, dated as of May 16, 2001 (the "Registration Rights Agreement"). The Registration Rights Agreement is attached hereto as Exhibit 9.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 5. Joint Filing Agreement by and among Reuters Group PLC, Reuters America Inc., Reuters S.A. and Reuters Holdings Switzerland SA, dated May 17, 2001.
- Exhibit 6. Securities Purchase Agreement by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated as of May 16, 2001.
- Exhibit 7. Missouri Future Advance Deed of Trust and Security Agreement by and between SAVVIS Communications Corporation (a Missouri corporation), Joseph J. Trad, as Trustee and Reuters Holdings Switzerland SA, dated as of May 11, 2001.
- Exhibit 8. \$10,000,000 principal amount, 12% Convertible Senior Secured Note due May 1, 2005 of SAVVIS Communications Corporation in favor of Reuters Holdings Switzerland SA.
- Exhibit 9. Side Letter by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated May 16, 2001.
- Exhibit 10. Registration Rights Agreement by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated as of May 16, 2001.
- Exhibit 11. Power of Attorney appointing Stephen P. Lehman as attorney-in-fact for Reuters Holdings Switzerland SA.

SIGNATURES

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

Date: May 17, 2001

REUTERS GROUP PLC

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

REUTERS AMERICA INC.

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Vice President

REUTERS S.A.

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

REUTERS HOLDINGS SWITZERLAND SA

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

SCHEDULE D TO SCHEDULE 13D

Filed by Reuters Holdings Switzerland SA

REUTERS HOLDINGS SWITZERLAND SA  
DIRECTORS AND EXECUTIVE OFFICERS

NAME	CITIZENSHIP	PRESENT BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION
DIRECTORS:			
Jean-Paul Aeschimann	Swiss	25 Grand Rue 1204 Geneva, Switzerland	Partner, Lenz & Staehelin
David John Grigson	British	85 Fleet Street London EC4P 4AJ	Finance Director
Ian Kleinman	Swiss	5 rue de Jargonnant 1207 Geneva, Switzerland	Group Business Services Director
Jean-Claude Marchand	Swiss	5 rue de Jargonnant 1207 Geneva, Switzerland	Chairman-Reuters Information and Group Marketing
Robert Pennone	Swiss	62 route de Frontex 1207 Geneva, Switzerland	Partner, Fidutec
EXECUTIVE OFFICERS:			
None additional			

EXHIBIT INDEX

- Exhibit 5. Joint Filing Agreement by and among Reuters Group PLC, Reuters America Inc., Reuters S.A. and Reuters Holdings Switzerland SA, dated May 17, 2001.
- Exhibit 6. Securities Purchase Agreement by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated as of May 16, 2001.
- Exhibit 7. Missouri Future Advance Deed of Trust and Security Agreement by and between SAVVIS Communications Corporation (a Missouri corporation), Joseph J. Trad, as Trustee and Reuters Holdings Switzerland SA, dated as of May 11, 2001.
- Exhibit 8. \$10,000,000 aggregate principal amount, 12% Convertible Senior Secured Note due May 1, 2005 of SAVVIS Communications Corporation.
- Exhibit 9. Side Letter by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated May 16, 2001.
- Exhibit 10. Registration Rights Agreement by and between SAVVIS Communications Corporation and Reuters Holdings Switzerland SA, dated as of May 16, 2001.
- Exhibit 11. Power of Attorney appointing Stephen P. Lehman as attorney-in-fact for Reuters Holdings Switzerland SA.

## JOINT FILING AGREEMENT

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This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of shares of Common Stock, par value \$.01 per share, of SAVVIS Communications Corporation is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: May 17, 2001

REUTERS GROUP PLC

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

REUTERS AMERICA INC.

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Vice President

REUTERS S.A.

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

REUTERS HOLDINGS SWITZERLAND SA

By: /s/ Stephen P. Lehman

-----  
Name: Stephen P. Lehman  
Title: Attorney-in-fact

## SAVVIS

## SAVVIS COMMUNICATIONS CORPORATION

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SECURITIES PURCHASE AGREEMENT

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MAY 16, 2001

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SECURITIES PURCHASE AGREEMENT, dated as of May 16, 2001 (this "Agreement"), by and between SAVVIS COMMUNICATIONS CORPORATION, a Delaware corporation (the "Company") and REUTERS HOLDINGS SWITZERLAND SA, a societe anonyme organized under the laws of Switzerland (the "Purchaser").

WHEREAS, the Company desires to sell to the Purchaser, and the Purchaser desires to purchase from the Company, on the terms and subject to the conditions set forth herein, the principal amount of 12% Convertible Senior Secured Notes of the Company set forth opposite the Purchaser's name on Schedule I hereto, in substantially the form of Exhibit A hereto (together with the notes to be issued as payment-in-kind interest thereunder, the "Notes");

WHEREAS, in order to induce the Purchaser to purchase the Notes, the Company has agreed to grant to the Purchaser certain registration rights with respect to the shares of the Company's Common Stock, \$.01 par value ("Common Stock") issuable upon conversion of the Notes (the "Conversion Shares") or upon conversion of preferred stock of the Company issuable upon conversion of the Notes as set forth herein; and

WHEREAS, the Purchaser desires to enter into this Agreement to acquire the Notes on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement, the parties to this Agreement mutually agree as follows:

#### ARTICLE I

##### Authorization and Sale of the Notes.

SECTION 1.01. Authorization. The Company has authorized the sale and issuance of the Notes pursuant to the terms of this Agreement.

##### SECTION 1.02. Sale of Notes.

(a) From the date of this Agreement and on the third business day prior to the first business day of each calendar month hereafter through and including August 1, 2001 (subject to extension pursuant to Section 1.02(c) hereof), the Company may deliver to the Purchaser, prior to 10:00 am on such date, a funding request notice (a "Funding Request") consisting of the following: (i) a request for a certain sum of funds not to exceed, for each calendar month, the amount for such month set forth on Schedule I, (ii) a statement that such funds shall be used to pay expenses of the Company and its subsidiaries in accordance with a cash flow projection of the Company through August 31, 2001, to be provided to the Purchaser on the date of this Agreement (including the supplement to such projections to be delivered to the Purchaser no later than August 1, 2001 covering the cash flow projections of the Company through October 21, 2001, the "Cash Flow Projection"), (iii) confirmation that the representations and warranties of the Company contained in Article II hereof are true and correct in all material respects as of the date of such Funding Request, except in any such case that would not have a Material Adverse Effect (as defined in Section 2.01 herein), and that the Company has fulfilled all

conditions and performed all of its obligations hereunder with respect to such Funding Request, (iv) confirmation that no Event of Default (as defined in the Notes) has occurred and is continuing, or is about to occur to the best of the Company's knowledge with respect to Notes outstanding, and (v) the proposed Closing Date for the delivery of the requested funds, which date shall not be earlier than the third business day after the date of such Funding Request. Each Funding Request shall be for an amount up to the proposed Maximum Funding Amount for such month set forth immediately opposite Purchaser's name and below such month on attached Schedule I, and in no event may the aggregate amount of all Funding Requests exceed the total purchase price for all Notes set forth on Schedule I.

(b) Upon receipt of a Funding Request in proper form as set forth pursuant to Section 1.02(a) above, subject to Article VI hereof, the Purchaser shall then purchase Notes in satisfaction of the Funding Request for the aggregate principal amount of Notes requested (the "Purchase Price") at a Closing (as defined below) and notify the Company of the Closing Date (as defined below) of such purchase, which shall not be later than the third business day following receipt of the Funding Request by the Purchaser provided, however, that the first Closing (the "Initial Closing") shall take place on the date hereof or as soon as practicable hereafter (such date, the "Initial Closing Date").

(c) In the event that the Closing (as defined in the Bridge Purchase Agreement, the "Bridge Purchase Agreement Closing") pursuant to the purchase agreement (the "Bridge Purchase Agreement") between Reuters America Inc. ("Reuters") and Bridge Information Systems, Inc. ("Bridge"), providing for the acquisition of certain of the assets of Bridge by Reuters, has not been consummated and the Bridge Purchase Agreement has not been terminated by 11:59 p.m., New York time, on August 31, 2001, the Company may deliver a Funding Request pursuant to the terms of Section 1.02(a) hereof on September 1, 2001 and a Closing will occur, subject to satisfaction of all applicable conditions of Section 6.02 hereof, on September 4, 2001, and, if the Bridge Purchase Agreement Closing has not been consummated and the Bridge Purchase Agreement has not been terminated by 11:59 p.m., New York time, on September 30, 2001, the Company may deliver a Funding Request pursuant to the terms of Section 1.02(a) hereof on October 1, 2001 and a Closing will occur, subject to satisfaction of all applicable conditions of Section 6.02 hereof, on October 1, 2001, for up to the amounts set forth on Schedule I for such months.

(d) Notwithstanding the foregoing, from the date of this Agreement through October 31, 2001, in the event the Company proposes to execute any capital-raising or financing transaction involving an investment in securities of the Company, the Purchaser shall receive notice of such transaction, summaries of its principal terms and copies of all documents related to such transaction at the same time and in the same manner as such materials are provided to potential participants therein. The Purchaser shall have the right to participate in such transaction on the same terms as the other participants therein, for an amount up to the Purchaser's unfunded Maximum Funding Amount set forth opposite the Purchaser's name on attached Schedule I in satisfaction and release of the Purchaser's funding obligation with respect to the amount of such participation in the purchase of Notes hereunder.

SECTION 1.03. Closings; Deliveries.

(a) Closing. Except as contemplated pursuant to Section 1.04(b) hereof, the closing of the purchase and sale of Notes pursuant to a Funding Request shall take place from time to time (each such date of Closing, a "Closing Date") in one or more closings (each, a "Closing") by the Purchaser pursuant to Section 1.02 hereof, provided that the satisfaction (or waiver) of all the conditions herein have been satisfied, at 10:00 a.m. New York time on the date of such Closing, at the offices of Hogan & Hartson L.L.P., 885 Third Avenue, 26th Floor, New York, New York 10022, or at such other time and place as the Company and the Purchaser may agree. The Closing may be accomplished by facsimile transmission to the respective offices of counsel for the parties hereto of the requisite documents, duly executed where required, with originals to be delivered by overnight courier service on the next business day following the Closing.

(b) Closing Deliveries. At each Closing, subject to the terms and conditions hereof, the Company will deliver to the Purchaser a Note or Notes, executed by the Company evidencing an obligation by the Company to pay a principal amount equal to the Purchase Price, in such denominations and in such name or names as the Purchaser may designate by notice to the Company, dated the date of the Closing, against payment of the Purchase Price therefor by wire transfer in immediately available funds to an account specified by the Company. Such Purchase Price paid at the Closing shall be delivered and accepted as full and complete payment against the Notes.

(c) Grant of Security. Simultaneous with the execution and delivery of this Agreement, as security for the amounts owed or to be owed evidenced by the Notes, the Company's subsidiary will execute the Deed (as defined in Section 2.04(a)).

SECTION 1.04. Description of the Notes.

(a) Conversion of Notes into Common Stock. From and after the date of issuance of each Note, subject to Section 1.04(b) below, all or a portion of the principal amount of the Notes shall, at any time and at the option of the Purchaser, be convertible into a number of shares of Common Stock, calculated by dividing the portion of the principal amount of such Notes to be converted (together with any accrued and unpaid interest on such portion of the principal amount) by (i) for Notes issued pursuant to the initial Closing, \$1.35 and (ii) for Notes issued pursuant to subsequent Closings, the closing bid price (the "Closing Bid") of the Common Stock on the Nasdaq Stock Market for the trading day immediately preceding the date of execution of the Network Services Agreement Term Sheet (as defined in Section 6.02(a)(vi)) (in each case, subject to equitable adjustment for stock splits, stock dividends, recapitalizations, reorganizations or other similar events, the "Common Stock Conversion Price") with the proportional value of any fractional shares resulting therefrom paid by the Company in cash to the Purchaser upon conversion; provided, however, that with respect to clause (ii) of this sentence, if the Closing Bid is lower than \$1.35, the Common Stock Conversion Price shall be \$1.35, and if the Closing Bid is greater than \$1.92, the Common Stock Conversion Price shall be \$1.92. The Purchaser will give the Company at least 10 business days notice of its intention to convert all or a portion of the principal amount of the Notes into

Common Stock, except if such conversion follows a notice of prepayment pursuant to Section 1.04(d) hereof. The Company shall present and deliver certificates evidencing the proper number of shares of Common Stock to the Purchaser, in such denominations and in such name or names as the Purchaser may designate by notice to the Company, to the Purchaser, at a time and place mutually agreeable to the Purchaser and the Company, in exchange for delivery of its Note or Notes to the Company. Upon receipt of such Note in exchange for such certificate or certificates of Common Stock, the Company shall cancel and destroy such Note or Notes, and such Note or Notes shall thereafter be null, void and of no effect. If any of the principal amount of any Note tendered to the Company pursuant to this Section 1.04(a) shall remain unconverted and outstanding following the issuance of such Common Stock, the Company shall execute and deliver to the Purchaser at the same time and in the same manner as the certificate evidencing the Purchaser's Common Stock is delivered, a replacement note that shall be identical in all respects as the Note or Notes tendered to the Company, except that the principal amount shall be reduced by the principal amount converted to Common Stock. Any Notes issued pursuant to a Funding Request that is delivered after the automatic conversion of a previously-issued Note pursuant to Section 1.04(b) hereof shall be convertible, at the Purchaser's option, into Purchaser Conversion Preferred (as defined below).

(b) Automatic Conversion of Notes into Preferred Stock.

Simultaneous with the Company raising an aggregate of \$50,000,000 (the "Conversion Amount") in cash through the issuance of convertible preferred stock prior to the Maturity Date (as defined below), excluding the Notes and PIK Notes, but including shares issued upon conversion of up to \$20,000,000 aggregate principal amount of the Company's 10% Convertible Senior Secured Notes due February 20, 2006 issued to affiliates of Welsh, Carson, Anderson & Stowe ("Welsh Carson") (excluding any notes issued to Welsh Carson in kind for interest on such notes), all of the principal amount of the Notes then outstanding, together with any PIK Notes (as defined below), Notes then-payable in kind for accrued and unpaid interest as of such date and Notes to be purchased on such date by the Purchaser, subject to satisfaction of all applicable conditions set forth in Section 6.02 herein, at a special Closing with a Purchase Price equal to the difference between \$30,000,000 and the aggregate Purchase Price paid by the Purchaser pursuant to all Closings completed pursuant to this Agreement as of such date (it being understood that on such date, the Purchaser shall deliver such Purchase Price by wire transfer of immediately available funds to the Company), shall be converted into a number of shares of convertible preferred stock ("Purchaser Conversion Preferred") having the same rights, preferences, privileges and restrictions as shares issued (the "Recent Equity Financing Shares") pursuant to the Company's most recent preferred stock financing (the "Recent Equity Financing"), except that the initial conversion price of such Purchaser Conversion Preferred shall be the lesser of (i) the initial conversion price of the Recent Equity Financing Shares, (ii) the initial conversion price of shares issued pursuant to any financing which comprises a portion of the Conversion Amount (excluding shares issued upon conversion of the notes previously issued to Welsh Carson referred to above), and (iii) the Common Stock Conversion Price. The Purchaser Conversion Preferred shall be of the same class, but separate series, as the Recent Equity Financing Shares. The proportional value of any fractional shares resulting from the issuance of Purchaser Conversion Preferred shall be paid by the Company in cash to the Purchaser. Notwithstanding the foregoing, the following actions by the Company shall not be aggregated in calculating the Conversion Amount: (i) the issuance of any shares of Common Stock pursuant to a stock option plan approved by the Company's Board of Directors, (ii) the issuance of stock,

warrants or other securities or rights to persons or entities with which the Company has bona fide business relationships provided such issuances are for other than primarily equity financing purposes, provided, that in any such case (involving the foregoing clauses (i) or (ii)) such issuance has been approved by a majority of the members of the Company's Board of Directors. The Company will provide the Purchaser with at least 10 business days notice in advance of an expected closing of an equity financing which will result in the raising of the Conversion Amount, noting the time and place of such event. The Company shall present and deliver certificates evidencing the proper number of Purchaser Conversion Preferred to the Purchaser, in such denominations and in such name or names as the Purchaser may designate by notice to the Company, to Purchaser at the closing of the Recent Equity Financing in exchange for delivery of its Notes to the Company. Upon receipt of such Notes in exchange for such certificate or certificates of stock evidencing the proper number of Purchaser Conversion Preferred, the Company shall cancel and destroy such Note or Notes, and such Note or Notes shall thereafter be null, void and of no effect. An opinion or opinions of counsel substantially similar to the opinions to be rendered pursuant to Section 6.01(a)(vi) hereof, reasonably satisfactory to the Purchaser, will be provided regarding the issuance of the Purchaser Conversion Preferred upon the issuance of such securities.

(c) Redemption.

(i) At Maturity. On May 1, 2005 (the "Maturity Date"), all of the outstanding principal amount (together with any accrued and unpaid interest on the principal amount) of the Notes shall be due and payable.

(ii) Upon Change of Control. At any time that Notes are outstanding, the Company shall notify the Purchaser at least 10 business days prior to a record date of a transaction which would result in a Change of Control (as defined in the Notes) of the Company. Upon receipt of such notice, the Purchaser shall have the right to require the Company (i) to redeem any or all of the Notes, including the PIK Notes (as defined below), at a cash price equal to 100% of the principal amount of such Notes, plus all accrued and unpaid interest and the Applicable Premium Amount (as defined in the Notes) as of the effective date of the Change of Control, or (ii) to convert the principal amount of any or all Notes (at the Purchaser's option), including the PIK Notes and the Applicable Premium Amount (as defined in the Notes), into shares of Common Stock, determined by dividing the aggregate principal amount of such Notes to be converted by the Common Stock Conversion Price, with the proportional value of any fractional shares resulting therefrom paid by the Company in cash to the Purchaser.

(d) Prepayment. From and after the first anniversary of the final Closing, the Company shall have the right to prepay all, but not less than all, of the Notes in one transaction, with all accrued and unpaid interest to the date of repayment at any time without premium or penalty. The Company shall notify the Purchaser of its intent to prepay the principal amount of the Notes at least 10 business days prior to the date of such prepayment. The Purchaser shall have the right at any time prior to the third business day prior to the date of prepayment to convert its Notes pursuant to Section 1.04(a) hereof.

(e) Interest.

(i) Payment. From and after the issuance of Notes, holders of record of the Notes shall be entitled to receive interest at a rate of 12% per annum, compounded and payable quarterly, on the principal amount of the Notes including any issued and outstanding PIK Notes (as defined below). Until August 1, 2004 (the "PIK Crossover Date"), at the discretion of the Company, any and all interest payments are payable, from the date of issuance of such Notes in the form of additional Notes ("PIK Notes") with a face amount equal to the interest owed at that time, in lieu of cash. From and after the PIK Crossover Date, holders of record of the Notes shall be entitled to receive interest at a rate of 12% per annum, compounded and payable quarterly, on the principal amount of the Notes, in cash only, the first of such payments due on the last day of the first calendar quarter after the PIK Crossover Date. Any payment of interest covering a period which includes the PIK Crossover Date shall be payable, for the portion of such period before the PIK Crossover Date, in PIK Notes. When issued, the PIK Notes will have the same rights and privileges as the Notes issued at any Closing.

(ii) Default in Payment. Interest on the Notes, including PIK Notes, if issued, shall accrue from and after the date of initial issuance thereof. To the extent that interest remains unpaid ten (10) business days after the applicable interest payment date, interest shall accrue on the Notes at a rate of 14% per annum until paid and shall be a continuing obligation of the Company.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Purchaser as of the date hereof and on the Closing Date, as follows:

SECTION 2.01. Organization and Qualification. The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business as it is now being conducted. The Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction in which the character of its properties owned or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the properties, assets, financial condition, operating results, business or prospects of the Company and its subsidiaries, taken as a whole (a "Material Adverse Effect").

SECTION 2.02. Subsidiaries. Except for the Subsidiaries disclosed in the Company SEC Filings (as defined in Section 2.08), the Company does not own, beneficially or of record, directly or indirectly, any capital stock or other ownership interest in any other Person. SAVVIS Communications Corporation, a Missouri corporation ("SAVVIS Missouri") is a corporation validly existing and in good standing under the laws of Missouri. Global Network Assets, LLC, a Delaware limited liability company ("Global LLC"), is a limited liability company, duly formed, validly existing and in good standing under the laws of Delaware. Each of SAVVIS Missouri and Global LLC has all requisite power and authority to own or lease and operate its properties and assets and to carry out its business as it is now being conducted. Each of SAVVIS Missouri and Global LLC is duly qualified as a foreign corporation to do business, and is in good



standing, in each jurisdiction in which the character of its properties owned or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect. As used in this Agreement, (i) "Person" means any corporation, partnership, limited liability company, trust, joint venture or other entity and (ii) "Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof. SAVVIS Missouri and Global LLC are the Company's only Significant Subsidiaries (as defined in Rule 1-02(w) of Regulation S-X).

SECTION 2.03. Capitalization. (a) On the date hereof the authorized capital stock of the Company consists of 250,000,000 shares of Common Stock and 50,000,000 shares of Preferred Stock, \$.01 par value ("Preferred Stock"). As of the date hereof, 93,844,039 shares of Common Stock and no shares of Preferred Stock were issued and outstanding, all of which shares of Common Stock were duly authorized and validly issued and are fully paid and nonassessable.

(b) As of the date hereof, except for options granted pursuant to the Company's stock option plan (the "Stock Option Plan") to purchase an aggregate 8,852,063 shares of Common Stock and except as set forth on Schedule 2.03(b), no subscription, warrant, option, convertible security, stock appreciation or other right (contingent or other) to purchase or acquire any shares of any class of capital stock of the Company or any of its Subsidiaries is authorized or outstanding, and (except as otherwise expressly contemplated by this Agreement) there is not any commitment of the Company or any of its Subsidiaries to issue any shares, warrants, options or other such rights or to distribute to holders of any class of its capital stock, any evidences of indebtedness or assets.

SECTION 2.04. Authorization of Agreements, etc. (a) Except as set forth on Schedule 2.04 and subject to Section 2.04(b), each of (i) the execution and delivery by the Company of this Agreement, the Notes, the Amended and Restated Registration Rights Agreement, dated as of the Closing Date (the "Registration Rights Agreement"), among the Company and the Purchaser, in substantially the form attached hereto as Exhibit B, and the Missouri Future Advance Deed of Trust and Security Agreement, in substantially the form attached hereto as Exhibit C, dated as of May 11, 2001, between the Company's subsidiary and the Purchaser, (the "Deed," and collectively with the Registration Rights Agreement, the "Ancillary Agreements"), (ii) the performance by the Company of its obligations hereunder and thereunder, and (iii) the issuance, sale and delivery by the Company of the Notes has been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, any rule or regulation of the National Association of Securities Dealers, Inc., the Nasdaq stock market or any rule of any other securities exchange under which the Company may be subject, the Certificate of Incorporation or Bylaws of the Company, or any provision of any indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or conflict with, result in a breach of or

constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any liens, claims, charges, restrictions, rights of others, security interests, prior assignments or other encumbrances (collectively, "Claims") in favor of any third Person upon any of the assets of the Company or any of its Subsidiaries, except that no representation is made as to the compliance of the indemnification or contribution provisions of the Registration Rights Agreement with law or public policy.

(b) The parties acknowledge that the Board of Directors of the Company is treating each possible sale of Notes hereunder as a separate transaction, and has only approved the transactions contemplated by this Agreement which will not result in the Purchaser, together with its affiliates, becoming the "beneficial owner" (as defined in Section 203 of the Delaware General Corporation Law, "DGCL 203") of 15% or more of the outstanding voting stock of the Company or becoming an "interested stockholder" as defined in such Section. Any sale of Notes in accordance with Section 1 hereof that would result in the Purchaser becoming the beneficial owner of 15% or more of the Company's outstanding voting stock or becoming an interested stockholder (an "Interested Stockholder Transaction") will require further approval of the Company's Board of Directors beyond what has been received as of the date of execution of this Agreement, and nothing herein shall be deemed to constitute a representation by the Company that any Interested Stockholder Transaction has been approved by its Board of Directors or an agreement by the Company that any such further approval will be granted. The parties acknowledge that the Purchaser or an affiliate of the Purchaser has acquired an option from Bridge to acquire and/or vote shares of the Company's common stock held by Bridge, which option is limited to the number of shares as would not at the time make the Purchaser and its affiliates an interested stockholder under DGCL 203. It is the intention of the parties that the beneficial ownership by the Purchaser or its affiliates of outstanding voting stock of the Company under such option will be reduced simultaneously with Notes being sold hereunder, so that the combined effect of the sale of Notes and existence of such option will not result in the Purchaser or any of its affiliates becoming an interested stockholder under DGCL 203, provided, however, that this sentence shall cease to be of any further force or effect if the Purchaser hereafter becomes an interested stockholder with the approval of the Company's Board of Directors. Notwithstanding the foregoing, it is understood and agreed that no securities will be issued pursuant to this Agreement, including securities issued upon conversion of securities issued pursuant to this Agreement, in any form unless such issuance has been approved by the Board of Directors of the Company. The conversion of any securities issued hereby into Conversion Shares or Purchaser Conversion Preferred, as described herein, has been or will be approved by the Board of Directors of the Company, and the Purchaser (and any successors or assigns) may rely on such approval in the conversion of such securities. In addition, any adjustment to the outstanding voting stock of the Company by the Company which would result in the Purchaser or its affiliates beneficially owning 15% or more of the Company's outstanding voting stock (determined in accordance with DGCL 203) will be approved by the Board of Directors of the Company, including for purposes of DGCL 203.

(c) The issuance, sale and delivery of the Notes to the Purchaser hereunder are not subject to any preemptive rights of stockholders of the Company or to any right of first refusal or other similar right in favor of any Person.

(d) The Conversion Shares have been duly authorized by the Company and, when issued in accordance with the provisions of the Notes, will be validly issued, fully paid and nonassessable shares of Common Stock. The issuance, sale and delivery of the Conversion Shares to the Purchaser are not and upon conversion of the Notes will not be subject to any preemptive rights of stockholders of the Company or to any right of first refusal or other similar right in favor of any Person.

SECTION 2.05. Validity. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. Each of the Notes and the Ancillary Agreements, when executed and delivered by the Company as provided in this Agreement, will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that no representation is made as to (i) the enforceability of the indemnification or contribution provisions of the Registration Rights Agreement and (ii) the enforceability of this Agreement or the Registration Rights Agreement to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforceability of creditors' rights generally or by general equitable principles.

SECTION 2.06. Governmental Approvals. Subject to the accuracy of the representations and warranties of the Purchaser set forth in Article III hereof and except for applicable filings, if any, required by applicable federal and state securities laws and listing regulations, no registration or filing with, or consent or approval of, or other action by, any federal, state or other governmental agency or instrumentality or securities exchange (each, a "Governmental Authority") is or will be necessary for the valid execution, delivery and performance of this Agreement, the Ancillary Agreements, or the issuance and delivery of the Conversion Shares.

#### SECTION 2.07. Financial Statements.

(a) The Company has furnished to the Purchaser the unaudited consolidated balance sheet of the Company and its subsidiaries as of March 31, 2001 (the "Interim Balance Sheet") and the related consolidated statements of operations, stockholders' equity and cash flows for the three months then ended. All such financial statements (including any related schedules and/or notes) have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") consistently applied and consistent with prior periods, except for normal year-end adjustments and the absence of footnotes. Such Interim Balance Sheet fairly presents in all material respects the consolidated financial position of the Company and its subsidiaries as of its date, and such statements of operations, stockholders' equity and cash flows fairly present in all material respects the consolidated results of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the three months ended the date of the Interim Balance Sheet.

(b) The Company has furnished the Purchaser with the Cash Flow Projection. The Cash Flow Projection fairly presents, in all material respects, management's good faith estimate of cash flows and expenses of the Company for the covered period, is based on assumptions that management believes in good faith to be appropriate.

(c) Except as and to the extent (i) reflected on the Interim Balance Sheet (including the notes thereto), (ii) incurred since the date of the Interim Balance Sheet in the ordinary course of business consistent with past practice, or (iii) set forth on Schedule 2.07 hereto, neither the Company nor any of its subsidiaries has any material liabilities or obligations of any kind or nature, whether known or unknown, secured or unsecured, absolute, accrued, contingent or otherwise, and whether due or to become due, that would be required to be reflected on a balance sheet, or the notes thereto, prepared in accordance with GAAP. Except as set forth on Schedule 2.07, since the date of the Interim Balance Sheet, neither the Company nor any of its subsidiaries has suffered any Material Adverse Effect.

SECTION 2.08. SEC Filings. The Company has filed all forms, reports and documents required to be filed with the Securities and Exchange Commission (the "SEC") as of the date of this Agreement, and the Company has made available to the Purchaser, as filed with the SEC, complete and accurate copies of (i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2000, and (ii) all other reports, statements and registration statements (including, but not limited to, Current Reports on Form 8-K and Quarterly Report on Form 10-Q) filed by the Company with the SEC since December 31, 2000, in each case including, but not limited to, all amendments and supplements (collectively, the "Company SEC Filings"). The Company SEC Filings (excluding any financial statements or schedules included therein, which are covered by the representations and warranties of the Company in Section 2.07(a)) (i) were prepared in compliance with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder, and the rules and regulations thereunder, as the case may be, and (ii) did not at the time of filing (or if amended, supplemented or superseded by a filing prior to the date hereof, on the date of that filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.09. Absence of Certain Changes or Events. Except as set forth on Schedule 2.09 hereto and except as otherwise expressly contemplated by this Agreement, since the date of the Interim Balance Sheet, neither the Company nor any of its subsidiaries has (i) issued any stock, bonds or other corporate securities, (ii) borrowed or refinanced any indebtedness for borrowed money other than borrowings under the Amended and Restated Credit Agreement dated as of September 5, 2000 (the "Credit Agreement"), among the Company, Savvis Communications Corporation, a Missouri Corporation, Nortel Networks Inc., as Administrative Agent, and the lenders named therein, (iii) discharged or satisfied any material Claim or incurred or paid any obligation or liability (absolute or contingent) other than current liabilities shown on the Interim Balance Sheet and current liabilities incurred since the date of such balance sheet in the ordinary course of business consistent with past practice, (iv) in the case of the Company only, declared or made any payment or distribution to stockholders, or purchased or redeemed any shares of its capital stock or other securities, or (v) except in connection with this Agreement and the transactions contemplated hereby, entered into any agreement, letter of intent or similar undertaking to take any of the actions listed in clauses (i) through (iv) above.

SECTION 2.10. Actions Pending. Except as set forth in the Company SEC Filings and as set forth on Schedule 2.10, there is no action, suit, investigation or proceeding pending or, to the best knowledge of the Company, threatened against or affecting the Company to which its property is subject, before any court or by or before any governmental body or arbitration board or tribunal, which the Company would be required to disclose pursuant to Item 1 of Part II of Form 10-Q if such Form 10-Q were required to be filed on and as of the date hereof. For the purposes of this Agreement, the term "best knowledge of the Company" shall mean the actual knowledge of the executive officers of the Company.

SECTION 2.11. Compliance with Law; Permits. Neither the Company nor any of its subsidiaries is in default in any respect under any order or decree of any court, governmental authority, arbitrator or arbitration board or tribunal or under any laws, ordinances, governmental rules or regulations to which the Company or any of such subsidiaries or any of their respective properties or assets is subject, except where such default would not have a Material Adverse Effect. The Company possesses all permits, authorizations, approvals, registrations, variances and licenses ("Permits") necessary for the Company or its subsidiaries to own, use and maintain their properties and assets or required for the conduct of its business in substantially the same manner as it is currently conducted, except where the failure to possess any such Permit would not have a Material Adverse Effect. Except to the extent the failure of any of the following to be correct would not have a Material Adverse Effect, each Permit is in full force and effect, and no proceeding is pending or, to the best knowledge of the Company, threatened to modify, suspend, revoke or otherwise limit any Permit, and no administrative or governmental actions have been taken or, to the best knowledge of the Company, threatened in connection with the expiration or renewal of any Permit.

SECTION 2.12. Contracts. Except as disclosed in the Company SEC Filings and as set forth on Schedule 2.12, there are no contracts or agreements that are material to the conduct of the Company's business or to the financial condition or results of operations of the Company and its subsidiaries, taken as a whole, that the Company would be required to disclose pursuant to paragraph 10 of Item 601 of Regulation S-K if a Form 10-Q were required to be filed on and as of the date hereof. Except as set forth on Schedule 2.12, each of the agreements (collectively, the "Material Agreements") disclosed as an exhibit in the Company SEC Filings in response to paragraph 10 of Item 601 of Regulation S-K under which there are continuing rights or obligations is a valid and enforceable obligation of the Company and, to the best knowledge of the Company, of the other parties thereto, except where the failure to be valid or enforceable would not have a Material Adverse Effect and provided that no representation is made as to the enforceability of such agreements to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforceability of creditors' rights generally or by general equitable principles. Except as disclosed on Schedule 2.12, to the best knowledge of the Company, the Company has not been notified in writing of any claim that any Material Agreement is not valid and enforceable in accordance with its terms for the periods stated therein (other than where such enforceability is in violation of public policy or law), or that there is under any such contract any existing default or event of default or event that with notice or lapse of time or both would constitute such a default, except any such failure to be valid or enforceable and any such defaults that, in the aggregate, would not have a Material Adverse Effect.

SECTION 2.13. Offering of the Notes. Assuming the accuracy of the representations and warranties of the Purchaser set forth in Article III hereof, neither the Company nor any person acting on the Company's behalf has taken or will take any action (including, but not limited to, any offer, issuance or sale of any securities of the Company under circumstances which might require the integration of such transactions with the sale of the Notes under the Securities Act or the rules and regulations of the SEC thereunder) which would subject the offering, issuance or sale of the Notes to the Purchaser pursuant to this Agreement to the registration provisions of the Securities Act.

SECTION 2.14. Related-Party Transactions. Except (i) as set forth in the Company SEC Filings, (ii) as set forth on Schedule 2.14, or (iii) as contemplated hereby, there are no existing material arrangements or proposed material transactions between the Company and any Person or entity that the Company would be required to disclose pursuant to Item 404 of Regulation S-K of the SEC if a proxy statement of the Company were required to be filed on or as of the date hereof, other than arrangements or transactions between the Company and the Purchaser.

SECTION 2.15. Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Company directly with the Purchaser, without the intervention of any other Person on behalf of the Company in such manner as to give rise to any valid claim by any other Person against the Purchaser for a finder's fee, brokerage commission or similar payment.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company, as of the date hereof and on the Closing Date as follows:

SECTION 3.01. Organization. The Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite corporate authority to operate its properties and assets and to carry on its business as it is now being conducted.

SECTION 3.02. Authorization. The execution, delivery and performance by the Purchaser of this Agreement and the Ancillary Agreements, and the purchase and receipt by the Purchaser of the Notes being acquired by it hereunder, have been duly authorized by all requisite action on the part of the Purchaser and will not violate any provision of law, any order of any court or other agency of government, the charter or other governing documents of the Purchaser, or any provision of any indenture, agreement or other instrument by which the Purchaser or any of the Purchaser's properties or assets are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any liens, claims, charges, restrictions, rights of others, security interests, prior assignments or other encumbrances in favor of any third Person upon any of the properties or assets of the Purchaser.

SECTION 3.03. Validity. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of such Purchaser, enforceable against the Purchaser in accordance with its terms. Each of the Ancillary Agreements, when executed and delivered in accordance with this Agreement, will constitute the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

SECTION 3.04. Investment Representations.

(a) The Purchaser is acquiring the Notes being purchased by the Purchaser hereunder for the Purchaser's own account, for investment, and not with a view toward the resale or distribution thereof.

(b) The Purchaser understands that he, she or it, as the case may be, must bear the economic risk of the Purchaser's investment for an indefinite period of time, because the Notes and, when issued upon conversion of Notes, the Conversion Shares are not registered under the Securities Act or any applicable state securities laws and may not be resold unless subsequently registered under the Securities Act and such other laws or unless an exemption from such registration is available.

(c) The Purchaser has the ability to bear the economic risks of the investment in the Notes being purchased hereunder for an indefinite period of time. The Purchaser further acknowledges that he, she or it, as the case may be, has received copies of the Company SEC Filings and has had the opportunity to ask questions of, and receive answers from, officers of the Company with respect to the business and financial condition of the Company and the terms and conditions of the offering of the Notes and to obtain additional information necessary to verify such information or can acquire it without unreasonable effort or expense.

(d) The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of its investment in the Notes. The Purchaser further represents that he, she or it, as the case may be, is an "accredited investor" as such term is defined in Rule 501 of Regulation D of the SEC under the Securities Act with respect to its purchase of the Notes.

SECTION 3.05. Governmental Approvals. No registration or filing with, or consent or approval of, or other action by, any Governmental Authority is or will be necessary by the Purchaser for the valid execution, delivery and performance of this Agreement and the Ancillary Agreements.

ARTICLE IV

COVENANTS OF THE COMPANY

SECTION 4.01. Operation of Business. From the date hereof until the Initial Closing Date, except as expressly provided for in this Agreement or as consented to by the Purchaser, the Company shall not:

(a) amend its certificate of incorporation or bylaws or comparable organizational documents;

(b) split, combine or reclassify any shares of the Company's Common Stock;

(c) declare or pay any dividend or distribution (whether in cash, stock or property) in respect of its Common Stock;

(d) take any action, or knowingly omit to take any action, that would, or that would reasonably be expected to, result in (A) any of the representations and warranties of the Company set forth in Article III becoming untrue, (B) any of the conditions to the obligations of the Purchaser set forth in Section 6.02 not being satisfied, or (C) the operation of the business of the Company or its Subsidiaries outside the ordinary course of business consistent with past practice, giving due regard to the Company's financial condition, including but not limited to the filing for bankruptcy by Bridge, the Company's cash funding requirements and the Company's current management of its trade payables; and

(e) enter into any agreement or commitment to do any of the foregoing.

SECTION 4.02. Access to Information. From the date hereof until the Closing Date, the Company will (a) furnish to the Purchaser and its authorized representatives such financial and operating data and other information relating to the Company and its Subsidiaries as such Persons may reasonably request and (b) instruct its counsel, independent accountants and financial advisors to cooperate with the Purchaser and its authorized representatives in its investigation of the Company. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Company.

SECTION 4.03. Agreement to Take Necessary and Desirable Actions. The Company shall (a) subject to the satisfaction of the conditions set forth in Section 6.02, execute and deliver this Agreement and the Ancillary Agreements and such other documents, certificates, agreements and other writings, and (b) take such other actions, in each case, as may be necessary or reasonably requested by the Purchaser in order to consummate or implement the issuance, sale and delivery of the Notes to the Purchaser in accordance with the terms of this Agreement.

SECTION 4.04. Compliance with Conditions; Commercially Reasonable Efforts. The Company shall use all commercially reasonable efforts to cause all conditions precedent to the obligations of the Company and the Purchaser to be satisfied. Upon the terms and subject to the conditions of this Agreement, the Company will use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable laws to consummate and make effective in the most expeditious manner practicable the issuance, sale and delivery of the Notes to the Purchaser in accordance with the terms of this Agreement.

SECTION 4.05. Consents and Approvals. The Company (a) shall use all commercially reasonable efforts to obtain all necessary consents, waivers, authorizations and approvals of all Governmental Authorities, and of all other Persons required in connection with the execution, delivery and



performance of this Agreement, the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby (including, without limitation, obtaining any stockholder approval referred to in Schedule 2.04); and (b) shall diligently assist and cooperate with the Purchaser in preparing and filing all documents required to be submitted by the Purchaser to any Governmental Authority in connection with the issuance, sale and delivery of the Notes to the Purchaser (which assistance and cooperation shall include, without limitation, timely furnishing to the Purchaser all information concerning the Company and its Subsidiaries that counsel to the Purchaser reasonably determines is required to be included in such documents or would be helpful in obtaining any such required consent, waiver, authorization or approval).

SECTION 4.06. Reservation of Shares. For so long as any of the Notes are outstanding, the Company shall keep reserved for issuance a sufficient number of shares of Common Stock to satisfy its conversion obligations thereunder.

SECTION 4.07. Listing of Shares. The Company shall use all commercially reasonable efforts to cause the Conversion Shares issuable upon conversion of the Notes to be listed or otherwise eligible for trading on the Nasdaq National Market or such other exchange or market at which the Common Stock is traded at the time of conversion.

SECTION 4.08. Use of Proceeds. The Company shall use the aggregate proceeds to be received upon issuance of the Notes for working capital and general corporate purposes.

## ARTICLE V

### COVENANTS OF THE PURCHASER

SECTION 5.01. Agreement to Take Necessary and Desirable Actions. The Purchaser shall (a) subject to the satisfaction of the conditions set forth in Section 6.01, execute and deliver each of this Agreement and the Ancillary Agreements and such other documents, certificates, agreements and other writings and (b) take such other actions as may be necessary or reasonably requested by the Company in order to consummate or implement the issuance, sale and delivery of the Notes to the Purchaser in accordance with the terms of this Agreement.

SECTION 5.02. Compliance with Conditions; Commercially Reasonable Efforts. The Purchaser will use all commercially reasonable efforts to cause all of the obligations imposed upon it in this Agreement to be duly complied with, and to cause all conditions precedent to the obligations of the Company and the Purchaser to be satisfied. Upon the terms and subject to the conditions of this Agreement, the Purchaser will use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate and make effective in the most expeditious manner practicable the issuance, sale and delivery of the Notes to the Purchaser in accordance with the terms of this Agreement.

SECTION 5.03. Consents and Approvals. The Purchaser (a) shall use all commercially reasonable efforts to obtain all necessary consents, waivers, authorizations and approvals of all Governmental Authorities, and of all other Persons required in connection with the execution, delivery and

performance of this Agreement and the Registration Rights Agreement or the consummation of transactions contemplated hereby or thereby and (b) shall diligently assist and cooperate with the Company in preparing and filing all documents required to be submitted by the Company to any Governmental Authority in connection with such transactions (which assistance and cooperation shall include, without limitation, timely furnishing to the Company all information concerning the Purchaser that counsel to the Company reasonably determines is required to be included in such documents or would be helpful in obtaining any such required consent, waiver, authorization or approval).

## ARTICLE VI

### CONDITIONS PRECEDENT

#### SECTION 6.01. Initial Closing.

(a) Conditions Precedent to the Obligations of the Purchaser in the Initial Closing. With regard to the Initial Closing, the obligations of the Purchaser hereunder are, at their option, subject to the satisfaction of the following conditions:

(i) Representations and Warranties to Be True and Correct. The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date.

(ii) Performance. The Company shall have performed and complied in all material respects with all agreements and conditions contained herein required to be performed or complied with by it prior to or on the Closing Date.

(iii) All Proceedings to Be Satisfactory. All corporate and other proceedings to be taken by the Company and all waivers and consents to be obtained by the Company in connection with the transactions contemplated hereby, including, but not limited to, any such requirements of the Marketplace Rules of the Nasdaq National Market and those set forth in Schedule 2.04, shall have been taken or obtained by the Company, and all documents incident thereto shall be satisfactory in form and substance to the Purchaser and their counsel.

(iv) Legal Proceedings. On the Initial Closing Date, no preliminary or permanent injunction or other order, decree or ruling issued by any court of competent jurisdiction nor any statute, rule, regulation or order entered, promulgated or enacted by any governmental, regulatory or administrative agency or authority, or national securities exchange shall be in effect that would prevent the consummation of the transactions contemplated by this Agreement.

(v) No Material Adverse Effect. Except for the effects of the matters referred to in Sections 2.07 and 2.09 or disclosed in Schedules 2.07, 2.09 or the Cash Flow Projection, since April 17, 2001, the date on which the Company filed its Annual Report on Form 10-K for the year ended December 31, 2000, there shall have been no Material Adverse Effect.

(vi) Opinions of Counsel. The Purchaser shall have received from Hogan & Hartson L.L.P. and Steven M. Gallant, Esq., opinions dated the Initial Closing Date, covering customary matters and otherwise reasonably satisfactory in form and substance to the Purchaser and their counsel.

(vii) Ancillary Agreements. The Company shall have executed and delivered each of the Ancillary Agreements, and all third party consents (including the consent of lenders of the Company's subsidiaries, if necessary) and all other documents and agreements necessary to make the Ancillary Agreements effective in accordance with their terms shall have been obtained and shall be effective.

(viii) Mortgage. The Company shall have executed and delivered the Deed and such document shall have been filed with and accepted by the proper Governmental Authorities.

(ix) Indebtedness and Security Interest Waiver. Any restrictions on the incurrence of indebtedness or the granting of a security interest by the Company pursuant to any agreement to which the Company is a party, including but not limited to any agreement with (i) Nortel Networks Inc., (ii) General Electric Capital Corporation or (iii) Welsh Carson shall have been waived on terms satisfactory to the Purchaser to enable the Company to consummate the transactions to be effected at the Initial Closing contemplated by this Agreement.

(x) Compliance Certificate. There shall have been delivered to the Purchaser a certificate dated as of the Initial Closing, signed by an executive officer of the Company, certifying that the conditions specified in Sections 6.01(a)(i), (ii), (iii), (iv), (v), (viii) and (ix) have been fulfilled.

(b) Conditions Precedent to the Obligations of the Company in the Initial Closing. With regard to the Initial Closing, the obligations of the Company hereunder are, at its option, subject to the satisfaction of the following conditions:

(i) Representations and Warranties to Be True and Correct. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

(ii) Performance. The Purchaser shall have performed and complied in all material respects with all agreements and conditions contained herein required to be performed or complied with by them prior to or on the Closing Date.

(iii) All Proceedings to Be Satisfactory. All proceedings to be taken by the Purchaser and all waivers and consents to be obtained by the Purchaser in connection with the transactions contemplated hereby shall have been taken or obtained by the Purchaser and all documents incident thereto shall be satisfactory in form and substance to the Company and its counsel.

(iv) Legal Proceedings. On such Closing Date, no preliminary or permanent injunction or other order, decree or ruling issued by

any court of competent jurisdiction nor any statute, rule, regulation or order entered, promulgated or enacted by any governmental, regulatory or administrative agency or authority, or national securities exchange shall be in effect that would prevent the consummation of the transactions contemplated by this Agreement.

(v) Ancillary Agreements. The Purchaser shall have executed and delivered each of the Ancillary Agreements.

#### SECTION 6.02. Subsequent Closings.

(a) Conditions Precedent to the Obligations of the Purchaser in subsequent Closings. With regard to all Closings after the Initial Closing, including the June 2001 Closing, the obligations of the Purchaser hereunder are, at their option, subject to the satisfaction of the following conditions:

(i) Representations and Warranties to Be True and Correct. The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on such Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, except in any such case that would not have a Material Adverse Effect.

(ii) Performance. The Company shall have performed and complied in all material respects with all agreements and conditions contained herein required to be performed or complied with by it prior to or on such Closing Date.

(iii) All Proceedings to Be Satisfactory. All corporate and other proceedings to be taken by the Company and all waivers and consents to be obtained by the Company in connection with the transactions contemplated hereby, including, but not limited to, any such requirements of the Marketplace Rules of the Nasdaq National Market and those set forth in Schedule 2.04, shall have been taken or obtained by the Company, and all documents incident thereto shall be satisfactory in form and substance to the Purchaser and their counsel. Also, if the satisfaction by Reuters of the Funding Request relating to such Closing would cause Reuters and/or its affiliates to become an "interested stockholder" for purposes of DGCL 203, Reuters shall not be required to complete such Closing unless it receives evidence reasonably satisfactory to it, including resolutions of Company's Board of Directors and an opinion of counsel to the Company, to the effect that the transactions contemplated by such subsequent Closing have been approved by the Company's Board of Directors, including for purposes of DGCL 203.

(iv) Legal Proceedings. On such Closing Date, no preliminary or permanent injunction or other order, decree or ruling issued by any court of competent jurisdiction nor any statute, rule, regulation or order entered, promulgated or enacted by any governmental, regulatory or administrative agency or authority, or national securities exchange shall be in effect that would prevent the consummation of the transactions to be effected at such Closing contemplated by this Agreement.

(v) No Default. No Event of Default (as defined in the Notes) shall have occurred and be continuing with respect to the Notes outstanding.

(vi) Network Services Agreement. Reuters Limited and the Company shall have executed a term sheet (the "Network Services Agreement Term Sheet"), in form and substance satisfactory to Reuters Limited, for an agreement (a "Network Services Agreement") for supply by the Company to Reuters Limited of certain data transport network services and the operation, management and maintenance thereof.

(vii) Cure of Defaults. Any default or event of default occurring and continuing as of the date of such Closing pursuant to any agreement to which the Company is a party with (i) Nortel Networks Inc., (ii) General Electric Capital Corporation or (iii) Welsh Carson shall have been cured or waived on terms satisfactory to the Purchaser.

(viii) Compliance Certificate. There shall have been delivered to the Purchaser a certificate dated as of the date of such Closing, signed by an executive officer of the Company, certifying that the conditions specified in Sections 6.02(a)(i), (ii), (iii), (iv), (v) and (vii) have been fulfilled.

(ix) Opinions of Counsel. The Purchaser shall have received from Hogan & Hartson L.L.P. and Steven M. Gallant, Esq., opinions dated as of the date of such Closing, covering customary matters and otherwise reasonably satisfactory in form and substance to the Purchaser and their counsel.

(b) Condition Precedent to the Obligations of the Company in subsequent Closings. With regard to Closings subsequent to the Initial Closing, the obligations of the Company hereunder are, at their option, subject to the satisfaction of the following condition:

(i) Representations and Warranties to Be True and Correct. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

## ARTICLE VII

### SURVIVAL OF REPRESENTATIONS; INDEMNITY

SECTION 7.01. Survival of Representations. Subject as set forth below, all representations and warranties made by any party hereto in this Agreement or pursuant hereto shall survive for the period commencing on the date hereof and ending on the first anniversary of the last Closing.

SECTION 7.02. General Indemnity. (a) Subject to the terms and conditions of this Article VII, the Company hereby agrees to indemnify, defend and hold the Purchaser and its affiliates harmless from and against all demands, claims, actions or causes of action, assessments, losses (including, but not limited to, diminution in value of the Notes or Conversion Shares), damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and expenses (collectively, "Damages"), asserted against, resulting to, imposed upon or incurred by the Purchaser by reason of or resulting from a breach of any representation, warranty or covenant of the Company contained in or made pursuant to this Agreement.

(b) Subject to the terms and conditions of this Article VII, the Purchaser hereby agrees to indemnify, defend and hold the Company harmless from and against all Damages asserted against, resulting to, imposed upon or incurred by the Company by reason of or resulting from a breach of any representation, warranty or covenant of the Purchaser contained in or made pursuant to this Agreement.

SECTION 7.03. Conditions of Indemnification. The respective several obligations and liabilities of the Purchaser, on the one hand, and the Company, on the other hand (the "indemnifying party"), to the other (the "party to be indemnified") under Section 7.02 hereof with respect to claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) within 20 days after receipt of notice of commencement of any action or the assertion in writing of any claim by a third party, the party to be indemnified shall give the indemnifying party written notice thereof together with a copy of such claim, process or other legal pleading, and the indemnifying party shall have the right to undertake the defense thereof by representatives of its own choosing;

(b) in the event that the indemnifying party, by the 30th day after receipt of notice of any such claim (or, if earlier, by the tenth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the Person asserting such claim), does not elect to defend against such claim, the party to be indemnified will (upon further notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party, subject to the right of the indemnifying party to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof, provided that the indemnifying party shall be given at least 15 days prior written notice of the effectiveness of any such proposed settlement or compromise;

(c) anything in this Section 7.03 to the contrary notwithstanding (i) if there is a reasonable probability that a claim may materially and adversely affect the indemnifying party other than as a result of money damages or other money payments, the indemnifying party shall have the right, at its own cost and expense, to compromise or settle such claim, but (ii) the indemnifying party shall not, without the prior written consent of the party to be indemnified, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the party to be indemnified a release from all liability in respect of such claim; and

(d) in connection with any such indemnification, the indemnified party will cooperate in all reasonable requests of the indemnifying party.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Restrictive Legends. Each Note and each certificate representing the Conversion Shares and any shares of capital stock received in respect thereof, whether by reason of a stock split or share reclassification thereof, a stock dividend thereon or otherwise, and each certificate for any such securities issued to subsequent transferees of any such certificate shall be stamped or otherwise imprinted with the legends required to be borne by such securities by the Registration Rights Agreement, except as expressly provided in such agreement.

SECTION 8.02. Survival of Agreements. Except as specifically limited as provided in Section 7.01 hereto, all covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the issuance, sale and delivery of the Notes pursuant hereto, notwithstanding any investigation made at any time by or on behalf of any party hereto. All statements contained in any certificate or other instrument delivered by the Company hereunder shall be deemed to constitute representations and warranties made by the Company.

SECTION 8.03. Parties in Interest. All covenants and agreements contained in this Agreement by or on behalf of any party hereto shall bind and inure to the benefit of the respective successors and permitted assigns of such party hereto whether so expressed or not.

SECTION 8.04. Notices. Any notice or other communications required or permitted hereunder shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class certified mail, postage prepaid, by nationally recognized overnight courier, or by facsimile addressed to such party at the address or facsimile number set forth below or such other address or facsimile number as may hereafter be designated in writing by the addressee to the addressor listing all parties:

if to the Company, to:

SAVVIS Communications Corporation  
12851 Worldgate Drive  
Herndon, Virginia 20170  
Fax: (703) 234-8315  
Attention: Ms. Nancy Lysinger

with a copy to:

SAVVIS Communications Corporation  
717 Office Parkway  
St. Louis, Missouri 63141  
Fax: (314) 468-7550  
Attention: Steven M. Gallant, Esq.

with a copy to:

Hogan & Hartson L.L.P.  
885 Third Avenue, 26th Floor  
New York, New York 10022  
Fax: (212) 409-9801  
Attention: Christine M. Pallares, Esq.

if to the Purchaser, to the address set forth under the Purchaser's name on Schedule I hereto.

with a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Fax: (212) 310-8007  
Attention: David E. Zeltner, Esq.

or, in any case, at such other address or addresses as shall have been furnished in writing by such party to the other parties hereto. All such notices, requests, consents and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of mailing, on the fifth business day following the date of such mailing, (c) in the case of delivery by overnight courier, on the business day following the date of delivery to such courier, and (d) in the case of facsimile, when received.

SECTION 8.05. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

SECTION 8.06. Entire Agreement; Assignment. This Agreement (including, but not limited to, the Schedules and Exhibits thereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified nor any provisions waived except in a writing signed by the Company and the Purchaser. This Agreement shall not be assigned without the consent of the other parties hereto, except that notwithstanding anything to the contrary contained herein, the Purchaser may assign all or any portion of such Notes and the related rights and obligations hereunder to any parent, subsidiary, successor, assign or affiliate. It is understood and agreed that, in the event of such assignment, each of such transferee shall, at such time, agree to be a "Purchaser" for all purposes of this Agreement, and the Purchaser shall not be released from its liabilities under this Agreement.

SECTION 8.07. Press Releases and Public Announcements. The Company and the Purchaser shall use reasonable best efforts to agree upon the form, content and timing of a public announcement regarding the terms of this Agreement promptly upon execution hereof. All other public announcements or disclosures relating to this Agreement shall be made only if mutually agreed upon by the Company and the Purchaser, except to the extent such disclosure is,



in the opinion of the Company's or the Purchaser's legal counsel, required by law or by regulation of any applicable national stock exchange or any SEC-recognized trading market or equivalent foreign exchange or trading market; provided that any such required disclosure shall only be made, to the extent consistent with law and regulation of any applicable national stock exchange or SEC-recognized trading market or equivalent foreign exchange or trading market, after consultation with the Purchaser or the Company, as applicable. The Company and the Purchaser further agree that notwithstanding the foregoing, neither the Company nor the Purchaser (or any affiliate) shall make any press release or public disclosure whatsoever with respect to the terms or status of the negotiation of any possible Network Services Agreement between the Company and Reuters Limited, unless such agreement has been executed by the parties thereto, and only then upon mutual agreement of such parties.

SECTION 8.08. Termination. (a) This Agreement may be terminated at any time prior to the Closing:

(i) by mutual written agreement of the Company and the Purchaser; or

(ii) by either the Company or the Purchaser if consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of any court or Governmental Authority having competent jurisdiction.

The party desiring to terminate this Agreement pursuant to Section 8.08(a)(ii) hereof shall promptly give notice of such termination to the other party.

(b) If this Agreement is terminated as permitted by this Section 8.08, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other parties to this Agreement; provided that if such termination shall result from the willful (i) failure of either party to fulfill a condition to the performance of the obligations of the other party, (ii) failure to perform a covenant of this Agreement or (iii) breach by either party hereto of any representation or warranty or agreement contained herein, such party shall be fully liable for any and all losses incurred or suffered by the other party as a result of such failure or breach. The provisions of Sections 8.02, 8.03, 8.04, 8.07, 8.10 and 8.11 shall survive any termination hereof pursuant to this Section 8.08.

SECTION 8.09. 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.

SECTION 8.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 8.11. Amendments and Waivers. (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege, nor will any waiving of any right power or privilege operate to waive any other subsequent right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 8.12. Taxes. Each party hereto acknowledges that it is responsible for the payment of its own taxes including filing of corresponding tax returns and submission of any form or other document relating to the imposition of such taxes. Failure to provide any such form or document may result in payments hereunder being made net of an amount necessary to satisfy applicable withholding tax requirements.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Purchaser have  
executed this Agreement as of the day and year first above written.

SAVVIS COMMUNICATIONS CORPORATION

By: /s/ Steven M. Gallant

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Name: Steven M. Gallant  
Title: Vice President,  
General Counsel

REUTERS HOLDINGS SWITZERLAND SA

By: /s/ Devin Wenig

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Name: Devin Wenig  
Title: Attorney-in-Fact

SCHEDULE I  
Maximum Funding Amounts

Name and Address of Purchaser	May 2001	June 2001	July 2001	August 2001	September 2001*	October 2001*	Total
Reuters Holdings Switzerland SA c/o Reuters America Inc. The Reuters Building 3 Times Square -20th Fl. New York, NY 10036 Attn: Mr. David Distel Fax: (646) 223-4237	\$10,000,000	\$10,000,000	\$7,500,000	\$2,500,000	\$7,500,000	\$7,500,000	\$45,000,000

\*See Section 1.02(c ) for conditions upon which Funding Requests may be presented to the Purchaser in September 2001 and October 2001.

SCHEDULE 2.03(B)

CONVERTIBLE SECURITIES

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\$20,000,000 aggregate principal amount of the Company's 10% Convertible Senior Secured Notes due February 20, 2006 (the "Notes"), including Notes issued as payment-in-kind interest thereunder.

AUTHORIZATION OF AGREEMENT

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1. The consent of the Company's lenders under the Credit Agreement (as defined in Section 2.09).
2. The consent of individuals and entities affiliated with Welsh Carson Anderson & Stowe under the Missouri Future Advance Deed of Trust and Security Agreement dated as of February 19, 2001.
3. The Board of Directors of the Company has only approved the transactions contemplated by the Agreement for up to the lesser of (i) \$30,000,000 aggregate principal amount of Notes, and (ii) such maximum aggregate principal amount of Notes that are convertible into less than 15% of the outstanding voting stock of the Company, and therefore any funding in accordance with Section 1 of the Agreement that would result in the Purchaser owning 15% or more of the Company's outstanding voting stock will require further approval by the Company's Board of Directors.
4. The approval of the Company's stockholders of the issuance of the Purchaser Conversion Preferred, if such approval is required under the Market Place Rules of the Nasdaq Stock Market or any other applicable rules or regulations of the National Association of Securities Dealers, Inc.

SCHEDULE 2.07

1. On April 18, 2001, Winstar Communications Inc., along with certain of its subsidiaries, voluntarily filed for protection under Chapter 11 of the U.S. Bankruptcy Code with the U.S. Bankruptcy Court for the District of Delaware. As a result of the breach by Winstar Wireless, Inc. ("Winstar") of the terms of the Master Agreement, dated as of June 30, 2000, between SAVVIS Missouri and Winstar, as amended, the Company on April 17, 2001 sent a contractual termination letter to Winstar. Because of the resulting abandonment of the deployment of the wireless network technology, the Company may have to record a write down to net realizable value of certain of its purchased equipment from Winstar that was intended for deployment on the Company's network. Should the full write down be necessary, the amount has been tentatively estimated to be approximately \$29 million.
2. The Company has terminated its Contract for Colocation Services in Dallas, Texas, Medford, Massachusetts, Miami, Florida and Vienna, Virginia with Colo.Com (the "Colo.Com Agreement"). Colo.Com has notified the Company that it owes Colo.Com a total amount of \$1,597,816.23 under the Colo.Com Agreement, representing amounts past due and the remaining contract value of the canceled Colo.Com Agreement.
3. A mechanics lien for a debt of approximately \$73,400 has been filed on SAVVIS Missouri's data center in San Francisco resulting from a nonpayment by SAVVIS Missouri relative to certain construction at such data center, which lien may constitute a default by SAVVIS Missouri under its lease at such data center.
4. Various mechanic's and materialmen's liens have been filed against the Hazelwood Data Center in Missouri for a total debt of approximately \$2.7 million.
5. The Company has received notification from the Nasdaq Stock Market that its Common Stock has failed to maintain a minimum closing bid price of \$1.00 per share for 30 consecutive trading days.
6. The Company and/or SAVVIS Missouri have entered into arrangements with a number of vendors in connection with the late payment of invoices.
7. Bridge's international subsidiaries have failed to make payments due under various network services agreements relating thereto.
8. Bridge's filing for bankruptcy.
9. The cash situation of the Company as reflected on the Cash Flow Projection.

10. A lien has been filed against SAVVIS Missouri's facility in Herndon, Virginia in regard of a disputed payment of \$60,000.
11. Any other events of default or alleged events of default under any leases of real estate by Company and/or SAVVIS Missouri to the extent such event of default or alleged event of default occurred on or prior to the date of this Agreement and/or matters under any such leases occurring on or prior to the date of this Agreement which, with the passage of time, would constitute an event of default or alleged event of default under such leases.
12. The filing of any mechanic's or materialmen's liens against or otherwise encumbering any of the Mortgaged Property (as defined in the Deed of Trust by SAVVIS Missouri in favor of Purchaser dated as of May 16, 2001) arising out of the construction by or for the benefit of SAVVIS Missouri of the Building (as defined in such Deed of Trust) to the extent of any of such construction completed as of the date of this Agreement.
13. Any insolvency of the Company or SAVVIS Missouri (it being understood that neither the Company nor SAVVIS Missouri are acknowledging or confirming the existence of any such insolvency nor shall they be deemed to be waiving any right to dispute any assertion that one or either of them were, prior to the date of this Agreement, insolvent).

Neither the Company nor SAVVIS Missouri are acknowledging or admitting the validity of claims or assertion by any person or entity against the Company and/or SAVVIS Missouri concerning any of the foregoing matters.



SCHEDULE 2.09

1. Stipulation and Order, dated April 9, 2001, by and among the Company, AT&T Corp., Bridge and its related debtor entities.
2. Stipulation and Order, dated March 22, 2001, by and among the Company, Sprint Communications Company L.P., Bridge and its related debtor entities.
3. Stipulation and Order, dated March 23, 2001 by and among the Company, MCI/WorldCom Communications Corporation and certain of its affiliates, Bridge and its related debtor entities.
4. Stipulation and Order, dated March 22, 2001 between Bridge and the Company.
5. Agreement Regarding the Supplemental Terms of the Interim SAVVIS Financing as Approved by the May 3, 2001 Order of the United States Bankruptcy Court for the Eastern District of Missouri (relating to the note to Bridge and amounts owed by Bridge to the Company under the network services agreement) (the "Agreement Regarding Supplemental Terms").

SCHEDULE 2.10

1. On April 27, 2001, a complaint was filed by MHI DC, Inc. in the United States District Court for the Eastern District of Virginia for an amount of \$867,000 in compensatory damages, plus pre-judgment interest, costs and alternative or additional relief, including attorneys' fees.
2. On May 10, 2001, a summons was filed by Heritage Exhibits, an Iowa corporation, in the District Court of Clark County, Nevada concerning one of the Company's exhibit booths, requesting monetary relief in excess of \$40,000 for outstanding invoices.
3. Sprint has filed a Motion for an Order Permitting Termination of Agreement with the Company in the United States Bankruptcy Court for the Eastern District of Missouri (Case No. 01-0141593-393).

SCHEDULE 2.12

CONTRACTS

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1. Events of Default (as defined in the Credit Agreement), including payment defaults, have occurred under the Credit Agreement.
2. The Company has failed to make payments due under the Sublease Agreement, dated as of February 18, 2000, between the Company and Bridge.
3. SAVVIS Missouri has failed to make payments due under the Ground Lease Agreement, dated as of February 18, 2000, between SAVVIS Missouri and Bridge Data Company.
4. The Company has failed to make payments due under its capital lease facility with General Electric Capital Corporation.
5. Bridge is in default under the Network Services Agreement, dated February 18, 2000, between the Company and Bridge.
6. Bridge's international subsidiaries have failed to make payments due under various network services agreements relating thereto.
7. Bridge has breached certain of its covenants under the Master Establishment and Transition Agreement, dated February 9, 2000, between the Company and Bridge (the "MEAT Agreement"). The Company does not intend to purchase the Call Assets (as such term is defined in the MEAT Agreement) from Bridge.
8. The Company owes Bridge approximately \$23 million under a term note due February 18, 2001, which it intends to set-off, if permitted by applicable law, against Bridge's indebtedness to the Company as of February 15, 2001, the date of Bridge's bankruptcy filing.
9. The enforceability of all agreements with Bridge is affected by the bankruptcy of Bridge.
10. The Company is in default under the Managed Network Agreement, dated August 23, 1995, between Sprint Communications Company L.P. and Bridge Data Company, as amended. Sprint Communications Company, L.P. has filed a Motion for an Order Permitting Termination of Agreement with the Company in the United States Bankruptcy Court for the Eastern District of Missouri (Case No. 01-0141593-393).
11. The Company is late in making payments due under the Service Agreement, dated August 15, 1996, between the Company and IXC Carrier, Inc., as amended.

12. There is a dispute concerning payments under the Long Haul IRU Agreement, dated as of August 2, 2000, between SAVVIS Missouri and Level 3 Communications, LLC.
13. There is a dispute concerning payments under the Metro IRU Agreement, dated as of August 2, 2000, between SAVVIS Missouri and Level 3 Communications, LLC.
14. The Company has received notice from Kiel Center Partners, L.P. a Missouri limited partnership ("Kiel") with respect to the Naming Rights Agreement, dated as of August 17, 2000, by and among Kiel, the Company and Bridge, alleging that an Event of Default (as defined therein) has occurred thereunder.
15. Winstar has breached the terms of the Master Agreement, dated as of June 30, 2000, between SAVVIS Missouri and Winstar.
16. The Company is in default under the Company's 10% Convertible Senior Secured Notes due February 20, 2006.
17. The Company has failed to make payments due under the Master Lease Agreement Number 9029, Schedule No. 04, dated July 31, 1997, between the Company and Ascend Credit Corporation.
18. A mechanics lien for a debt of approximately \$73,400 has been filed on SAVVIS Missouri's data center in San Francisco, resulting from nonpayment by SAVVIS Missouri relative to certain construction at such Data Center, which lien may constitute an event of default under the Lease, dated as of February 29, 2000, between SAVVIS Missouri and the United States Postal Service.
19. Various mechanic's and materialmen's liens have been filed against the Hazelwood Data Center in Missouri for a total debt of approximately \$2.7 million.
20. A lien has been filed against SAVVIS Missouri's facility in Herndon, Virginia in regard of a disputed payment of \$60,000.
21. SAVVIS Missouri has received a notice alleging that it is in default under the Lease, dated September 2000, between SAVVIS Missouri and Hudson Telecom Center, LLC, relating to property located on 325 Hudson Street, New York, New York.
22. The Company is in a dispute concerning payments under the Lease, dated March 3, 2000, between SAVVIS Missouri and WXIII/FAR Yale Real Estate Limited Partnership, relating to property located on 451 D Street, Boston, Massachusetts.
23. The Colo.Com Agreement has been terminated. Colo.Com has notified the Company that it owes Colo.Com a total amount of \$1,597,816.23 under

the Colo.Com Agreement, representing amounts past due and the remaining contract value of the canceled Colo.Com Agreement.

24. Any other events of default or alleged events of default under any leases of real estate by Company and/or SAVVIS Missouri to the extent such event of default or alleged event of default occurred on or prior to the date of this Agreement and/or matters under any such leases occurring on or prior to the date of this Agreement which, with the passage of time, would constitute an event of default or alleged event of default under such leases.
25. The filing of any mechanic's or materialmen's liens against or otherwise encumbering any of the Mortgaged Property (as defined in the Deed of Trust by SAVVIS Missouri in favor of Purchase dated as of May 16, 2001) arising out of the construction by or for the benefit of SAVVIS Missouri of the Building (as defined in such Deed of Trust) to the extent of any of such construction completed as of the date of this Agreement.
26. Any insolvency of Company or SAVVIS Missouri (it being understood that neither the Company nor SAVVIS Missouri are acknowledging or confirming the existence of any such insolvency or waiver nor shall they be deemed to be waiving any right to dispute any assertion that one or either of them were, prior to the date of this Agreement, or are as of the date of this Agreement, insolvent).

Neither the Company nor SAVVIS Missouri are acknowledging or admitting the validity of claims or assertion by any person or entity against the Company and/or SAVVIS Missouri concerning any of the foregoing matters.

Material Contracts To Be Filed:

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1. Stipulation and Order, dated March 23, 2001 between Bridge and the Company.
2. Modification of Missouri Future Advance Deed of Trust and Security Agreement, dated as of February 19, 2001, among SAVVIS Missouri, Welsh Carson Anderson & Stowe VIII, L.P. and WCAS Management Corporation.
3. Reuters Network Services Term Sheet.
4. Agreement Regarding Supplemental Terms.
5. First Amendment To Amended And Restated Credit Agreement by and among the Company, SAVVIS Missouri, each of the undersigned Lenders (as therein defined) and Nortel Networks Inc.

SCHEDULE 2.14

Stipulation and Order, dated March 23, 2001 between Bridge and the Company.

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THAT ACT OR, IN THE OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"): (1) THE ISSUE PRICE IS THE NOTE'S STATED PRINCIPAL AMOUNT; (2) THE ISSUE DATE IS \_\_\_\_\_, 2001; (3) THE YIELD TO MATURITY (COMPOUNDED QUARTERLY) IS \_\_\_\_%; AND (4) THE AMOUNT OF THE ORIGINAL ISSUE DISCOUNT IS [\$insert total interest to be paid on the Note through Maturity] (NOT INCLUDING ANY OID WITH RESPECT TO ADDITIONAL NOTES ISSUED IN LIEU OF CASH INTEREST PAYMENTS).

SAVVIS COMMUNICATIONS CORPORATION

12% Convertible Senior Secured Note  
due May 1, 2005

Registered S-01  
\$ \_\_\_\_\_

New York, New York  
\_\_\_\_\_, 2001

SAVVIS COMMUNICATIONS CORPORATION, a Delaware corporation (hereinafter called the "Corporation"), for value received, hereby promises to pay Reuters Holdings Switzerland SA, or registered assigns (the "Holder"), the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_), in a single installment on May 1, 2005 (the "Maturity Date"), or the next preceding Business Day (as defined below) with interest (computed on the basis of a 360-day year) from the date hereof on the unpaid principal amount hereof. Such interest shall accrue at the rate of 12% per annum, compounded on a quarterly basis, payable on the first day of February, May, August and November of each year (each such day being an "Interest Payment Date") commencing on August 1, 2001, by, at the option of the Corporation, (i) the payment of cash to the Holder or, (ii) until August 1, 2004, the issuance of an additional Note or Notes (each a "PIK Note") by the Corporation in favor of the Holder, in substantially the form hereof, in a principal amount equal to the interest payable to such holder on such Interest Payment Date, until the principal amount hereof shall have become due and payable, whether at maturity or by acceleration or otherwise, and thereafter at the rate of 14% per annum on any overdue principal amount and (to the extent permitted by applicable law) on any overdue interest until paid.

The payment of principal and interest on this Note shall be in such currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts.

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If for any reason one or more PIK Notes shall not be delivered in accordance herewith, interest on the unpaid principal of each PIK Note shall accrue from the Interest Payment Date in respect of which such PIK Note should have been issued until repayment in cash of the principal and payment in cash of all accrued interest in full. Interest shall accrue on this Note such that the aggregate interest due and payable on the Maturity Date and on each Interest Payment Date would be the same as if all PIK Notes not issued had been issued in accordance with the terms of this Note, and the principal payable on the Maturity Date with respect to this Note shall be an amount equal to the sum of the principal outstanding hereunder and the aggregate principal which would be outstanding if the PIK Notes not issued had been issued in accordance with the terms of this Note.

For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday under the laws of the State of New York.

1. NOTES AND SECURITY. This Note is issued pursuant to the Securities Purchase Agreement, dated as of May 16, 2001 (the "Purchase Agreement"), by and between the Corporation and Reuters Holdings Switzerland SA, a societe anonyme organized under the laws of Switzerland, providing for, among other things, the issuance of 12% Convertible Senior Secured Notes due May 1, 2005 in the aggregate principal amount not to exceed \$45,000,000 (such 12% Convertible Senior Secured Notes are referred to herein collectively as the "Notes"). All payments of principal and interest on this Note shall be secured pursuant to the terms of that certain Missouri Future Advance Deed of Trust and Security Agreement, dated as of May 11, 2001, as amended or supplemented from time to time between the Corporation's subsidiary, Savvis Communications Corporation, a Missouri corporation, and the other parties thereto. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

2. TRANSFER OR EXCHANGE OF NOTES. The Corporation shall keep at its office or agency maintained as provided in subsection (a) of Section 9 a register in which the Corporation shall provide for the registration of Notes and for the registration of transfer and exchange of Notes. The holder of this Note may, at its option, and either in person or by duly authorized attorney, surrender the same for registration of transfer or exchange at the office or agency of the Corporation maintained as provided in subsection (a) of Section 9, and, without expense to such holder (except for taxes or governmental charges imposed in connection therewith), receive in exchange therefore a Note or Notes in such denomination or denominations as such holder may request (but in any event in denominations of not less than \$1,000 principal amount, dated as of the date to which interest has been paid on the Note or Notes so surrendered for transfer or exchange, for the same aggregate principal amount as the then unpaid principal amount of the Note or Notes so surrendered for transfer or exchange, and registered in the name of such person or persons as may be designated by such holder. Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed, or shall be accompanied by a written instrument of transfer, satisfactory in form to the Corporation, duly executed by the holder of such Note or his attorney, duly authorized in writing. Every Note so made and delivered in exchange for this Note shall in all other



respects be in the same form and have the same terms as this Note. No transfer or exchange of any Note shall be valid unless made in the foregoing manner at such office or agency.

3. LOSS, THEFT, DESTRUCTION OR MUTILATION OF NOTE. Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Note, and, in the case of any such loss, theft or destruction, upon receipt of an affidavit of loss from the holder hereof reasonably satisfactory to the Corporation, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Corporation will make and deliver, in lieu of this Note, a new Note of like tenor and unpaid principal amount and dated as of the date to which interest has been paid on this Note.

4. PERSONS DEEMED OWNERS; HOLDERS. The Corporation may deem and treat the person in whose name any Note is registered as the owner and holder of such Note for the purpose of receiving payment of principal and premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note shall be overdue. With respect to any Note at any time outstanding, the term "holder," as used herein, shall be deemed to mean the person in whose name such Note is registered as aforesaid at such time.

5. EARLY REDEMPTION.

(a) Upon Change of Control. The Corporation shall notify the Holder at least 10 business days prior to a record date of a transaction which would result in a Change of Control (as defined below) of the Corporation. Upon receipt of such notice, the Holder shall have the right to require the Corporation (i) to redeem any or all of this Note, including the PIK Notes (as defined below), at a cash price equal to 100% of the principal amount of this Note, plus all accrued and unpaid interest and the Applicable Premium Amount (as defined below) as of the effective date of the Change of Control, or (ii) to convert the principal amount of any or all of this Note (at the Holder's option), including the PIK Notes and the Applicable Premium Amount (as defined below), into shares of Common Stock, determined by dividing the aggregate principal amount of this Note to be converted by the Common Stock Conversion Price, with the proportional value of any fractional shares resulting therefrom paid by the Corporation in cash to the Purchaser.

(b) Optional Prepayment by the Corporation. From and after the first anniversary of the final Closing, the Corporation shall have the right to prepay the entire principal amount, and only the entire principal amount, of the Note, with all accrued and unpaid interest to the date of prepayment, at any time without premium or penalty, upon at least 10 Business Days' notice of the date of prepayment. The Holder shall have the right at any time prior to the third business day prior to date of prepayment to convert this Note pursuant to Section 15 hereof.

(c) Certain Definitions. As used herein, the following terms shall have the following meanings:

"Applicable Premium Amount" shall mean, with respect to this Note, as of any specified date prior to May 1, 2005, an amount equal to the interest that would have accrued on the outstanding principal amount of this Note during the period beginning on such date fixed and ending on May 1, 2005.

"Change of Control" shall mean the consummation by the Corporation of (x) a merger or consolidation with or into any other entity (other than a merger or consolidation in which (1) at least 50% of the voting capital stock of the Corporation (or the surviving or resulting entity, if other than the Corporation) outstanding immediately after the effective date of such merger is owned of record or beneficially by persons who owned voting capital stock of the Corporation immediately prior to such merger or consolidation and in substantially the same proportions in which such stock was held immediately prior to such merger or consolidation and such persons continue to have the right to elect a majority of the Board of Directors of the Corporation, (2) immediately after the effective date of such merger or consolidation a majority of the seats on the Corporation's Board of Directors are held by persons who were directors of the Corporation immediately prior to such effective date, and (3) no Event of Default shall have occurred as a result of the consummation thereof), or (y) any sale, lease or other disposal of all or substantially all of its assets and properties as an entirety in a single transaction or series of related transactions to an unaffiliated third party purchaser or purchasers, or (z) a transaction or series of related transactions in which a majority of the outstanding capital stock of the Corporation shall be acquired by an unaffiliated third party or parties.

6. NOTICE OF PREPAYMENT AND OTHER NOTICES. The Corporation shall give written notice of any prepayment of this Note pursuant to Section 5 not less than 10 days prior to the date fixed for such prepayment. Such notice shall include a reasonably-detailed description of the consideration, if any, to be received by holders of Common Stock in connection with the related Change of Control and a calculation of the Applicable Premium Amount to be paid in respect of such prepayment. Such notice of prepayment and all other notices to be given to any holder of this Note shall be given by registered or certified mail to the person in whose name this Note is registered at its address designated on the register maintained by the Corporation on the date of mailing such notice of prepayment or other notice. Unless the holder elects prior to such date fixed for prepayment to convert this Note pursuant to Section 15 hereof, upon notice of prepayment being given as aforesaid, the Corporation covenants and agrees that it will prepay, on the date therein fixed for prepayment, the entire principal amount hereof together with interest accrued hereon and Applicable Premium Amount hereon to the date fixed for such prepayment. Notwithstanding the foregoing, any such notice may specify that the obligation to make such prepayment is conditional upon the closing of the transaction requiring such prepayment, and, unless a notice of conversion delivered pursuant to Section 15 states to the contrary, any notice of conversion given while such a transaction is pending shall also be conditional upon the closing of such transaction, and no prepayment shall be required and no conversion shall be effected, unless and until such transaction is consummated.

7. INTEREST AND PREMIUM AFTER DATE FIXED FOR PREPAYMENT. If this Note is to be prepaid pursuant to Section 5 hereof, this Note shall (unless the provisions of the last sentence of Section 6 become applicable) cease to bear interest on and after the date fixed for such prepayment unless, upon presentation for the purpose, the Corporation shall fail to pay this Note, in which event the principal amount of this Note, and, so far as may be lawful, any overdue installment of interest or overdue Applicable Premium Amount, shall bear interest on and after the date fixed for such prepayment and until paid at the rate per annum provided herein for overdue principal.

8. SURRENDER OF NOTES; NOTATION THEREON. As a condition to obtaining any payment of or receiving any shares issuable upon the conversion of all or any portion of the principal amount of this Note, the Corporation may require the holder hereof to surrender this Note, and in such event the Corporation will execute and deliver at the expense of the Corporation, upon such surrender, a new Note registered in the name of such person or persons as may be designated by such holder for the principal amount of this Note then remaining unpaid and not converted pursuant to Section 15 hereof, dated as of the date to which interest has been paid on the principal amount of this Note then remaining unpaid, or may require the holder to present this Note to the Corporation for notation hereon of the conversion of the portion of the principal amount of this Note so converted.

9. AFFIRMATIVE COVENANTS. The Corporation covenants and agrees that, so long as any Note shall be outstanding:

(a) Maintenance of Office. The Corporation will maintain an office or agency in Herndon, Virginia (or such other place in the United States of America as the Corporation may designate in writing to the registered holder hereof), where the Notes may be presented for registration of transfer and for exchange as herein provided, where notices and demands to or upon the Corporation in respect of the Notes may be served and where, at the option of the holders thereof, the Notes may be presented for payment. Until the Corporation otherwise notifies the holders of the Notes, said office shall be the principal office of the Corporation in Herndon, Virginia.

(b) Payment of Taxes. The Corporation will promptly pay and discharge or cause to be paid and discharged, before the same shall become in default, all lawful taxes and assessments imposed upon the Corporation or any subsidiary or upon the income and profits of the Corporation or any subsidiary, or upon any property, real, personal or mixed, belonging to the Corporation or any subsidiary, or upon any part thereof by the United States or any State thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, would become a lien or charge upon such property or any part thereof; provided, however, that the Corporation shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim (i) so long as both (x) the Corporation has set aside adequate reserves for such tax, assessment, charge, levy or claim and (y) the

Corporation shall be contesting the validity thereof in good faith by appropriate proceedings or the Corporation shall, in its good faith judgment, deem the validity thereof to be questionable and the party to whom such tax, assessment, charge, levy or claim is allegedly owed shall not have made written demand for the payment thereof or (ii) where the failure to pay or discharge would not have a material adverse effect on the properties, assets, financial condition, operating results, business or prospects of the Corporation and its subsidiaries, taken as a whole (a "Material Adverse Effect").

(c) Corporate Existence. The Corporation will do or cause to be done all things necessary and lawful to preserve and keep in full force and effect its corporate existence, rights and franchises under the laws of the United States or any State thereof; provided, however, that nothing in this subsection (c) shall prevent a consolidation or merger of, or a sale, transfer or disposition of all or any substantial part of the property and assets of, the Corporation, or the abandonment or termination of any rights or franchises of the Corporation, if such abandonment or termination is, in the good faith business judgment of the Corporation, in the best interests of the Corporation or would not have a Material Adverse Effect.

(d) Maintenance of Property. The Corporation will at all times maintain and keep, or cause to be maintained and kept, in good repair, working order and condition all significant properties of the Corporation used in the conduct of the business of the Corporation, and will from time to time make or cause to be made all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this subsection (d) shall require the making of any repair or renewal or the continuance of the operation and maintenance of any property or the retention of any assets, if such action (or inaction) is, in the good faith business judgment of the Corporation, in the best interests of the Corporation or would not have a Material Adverse Effect.

(e) Insurance. The Corporation will keep adequately insured, by financially sound and reputable insurers, all property of a character usually insured by corporations engaged in the same or a similar business similarly situated against loss or damage of the kinds customarily insured against by such corporations and carry, with financially sound and reputable insurers, such other insurance (including, without limitation, liability insurance) in such amounts as are available at reasonable expense and to the extent believed necessary in the good faith business judgment of the Corporation.

(f) Keeping of Books. The Corporation will at all times keep proper books of record and account in which proper entries will be made of its transactions in accordance with generally accepted accounting principles consistently applied.

(g) Notice of Default. If any one or more events which constitute, or which with notice or lapse of time or both would constitute, an Event of Default under Section 11 shall occur, or if the holder of any Note shall demand payment or take any other action permitted upon the occurrence of any such Event of Default, the Corporation shall immediately after it becomes aware that any such event would with or without notice or lapse of time or both

constitute such an Event or that such demand has been made or that any such action has been taken, give notice to the holder of this Note, specifying the nature of such event or of such demand or action, as the case may be; provided, however, that if such event, in the good faith judgment of the Corporation, will be cured within ten Business Days after the Corporation has knowledge that such event would, with or without notice or lapse of time or both, constitute such an Event of Default, no such notice need be given if such Event of Default shall be cured within such ten-day period.

(h) Information Covenants. The Corporation will furnish each Holder:

(i) Annual Financial Statements. As soon as available, and in any event within 90 days after the close of each fiscal year of the Corporation, a consolidated balance sheet and income statement of the Corporation, as of the end of such fiscal year, together with related consolidated statements of operations and retained earnings and of cash flows for such fiscal year, setting forth in comparative form consolidated figures for the preceding fiscal year, all such financial information described above to be in reasonable form and detail and audited by independent certified public accountants of recognized national standing and whose opinion shall be to the effect that such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") (except for changes with which such accountants concur) and shall not be limited as to the scope of the audit or qualified as to the status of the Corporation as a going concern;

(ii) Quarterly Financial Statements. As soon as available, and in any event within 45 days after the close of each of the first three fiscal quarters of each fiscal year of the Corporation, a consolidated balance sheet and income statement of the Corporation, as of the end of such fiscal quarter, together with related consolidated statements of operations and retained earnings and of cash flows for such fiscal quarter, in each case setting forth in comparative form consolidated figures for the corresponding period of the preceding fiscal year or the end of the fiscal year, as presented by the Corporation in the Company SEC Filings, all such financial information described above to be in reasonable form and detail, and accompanied by a certificate of an executive officer of the Corporation to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Corporation and have been prepared in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments;

(iii) Monthly Financial Information. A consolidated balance sheet and income statement of the Corporation as of the end of each month, together with related consolidated statements of cash flow, by the twentieth (20th) calendar day of each fiscal month, with respect to the preceding fiscal month; provided, however, at the end of each of the first three fiscal quarters of the fiscal year, the Corporation shall provide such consolidated balance sheet, income statement and statement of cash flow by the forty-fifth (45th) calendar day after the end of such fiscal quarter; and provided further, at the end of the fourth fiscal quarter of such fiscal year, the Corporation shall provide such consolidated statements by the ninetieth (90th) calendar day after the end of the fiscal year. The

monthly financial statements shall be accompanied by a certificate of an executive officer of the Corporation to the effect that such monthly financial statements fairly present in all material respects the financial condition of the Corporation and have been prepared in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments;

(iv) Annual Business Plan and Budgets. No later than the twenty-fifth (25th) calendar day prior to the end of each fiscal year of the Corporation, an annual business forecast of the Corporation containing, among other things, projected financial statements for the next fiscal year, financial and operating budgets and cash flow projections on a monthly basis (collectively, the "Annual Budget"); together with appropriate supporting details; as soon as possible, but in no event later than forty-five (45) days after the close of each of the first three fiscal quarters and ninety (90) days after the close of each fiscal year, a statement in which the actual results of such fiscal quarter are compared with the most recent forecasts for such fiscal quarter; and as soon as available, any material revisions to the Annual Budget;

(v) Reports. Promptly upon transmission or receipt thereof, copies of any filings and registrations with, and reports to or from, the Securities and Exchange Commission, or any successor agency, and copies of all financial statements, proxy statements, notices and reports as the Corporation shall send to its shareholders or to a holder of any indebtedness owed by the Corporation in its capacity as such a holder; provided, however, that notwithstanding the foregoing, the Corporation will not furnish to any Holder any material non-public information regarding the Corporation unless such Holder shall have signed a confidentiality agreement reasonably acceptable to the Corporation agreeing to maintain such information confidential and to refrain from trading in the Common Stock until the Corporation has advised such Holder, or such Holder otherwise discovers, that such information has ceased to be material or has been disclosed to the public.

10. MODIFICATION BY HOLDERS; WAIVER. The Corporation may, with the written consent of the holders of not less than 66 2/3% in principal amount of the Notes then outstanding, modify the terms and provisions of the Notes or the rights of the holders of the Notes or the obligations of the Corporation thereunder, and the observance by the Corporation of any term or provision of the Notes may be waived with the written consent of the holders of not less than 66 2/3% in principal amount of the Notes then outstanding; provided, however, that no such modification or waiver shall:

(a) change the maturity of any Note or reduce the principal amount thereof or reduce the rate or extend the time of payment of interest thereon or reduce the amount or change the time of payment of premium payable on any prepayment thereof without the consent of the holder of each Note so affected; or

(b) give any Note any preference over any other Note; or

(c) reduce the applicable aforesaid percentages of Notes, the consent of the holders of which is required for any such modification.

Any such modification or waiver shall apply equally to all the holders of the Notes and shall be binding upon them, upon each future holder of any Note and upon the Corporation, whether or not such Note shall have been marked to indicate such modification or waiver, but any Note issued thereafter shall bear a notation referring to any such modification or waiver. Promptly after obtaining the written consent of the holders as herein provided, the Corporation shall transmit a copy of such modification or waiver to all the holders of the Notes at the time outstanding.

11. EVENTS OF DEFAULT. If any one or more of the following events, herein called "Events of Default," shall occur, for any reason whatsoever, and whether such occurrence shall, on the part of the Corporation, be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of a court of competent jurisdiction or any order, rule or regulation of any administrative or other governmental authority and such Event of Default shall be continuing:

(a) default shall be made in the payment of the principal of any Note or the premium thereon, if any, when and as the same shall become due and payable, whether at maturity or at a date fixed for prepayment or by acceleration or otherwise; or

(b) default shall be made in the payment of any installment of interest on any Note according to its terms when and as the same shall become due and payable and such default shall continue for a period of 15 days; or

(c) (i) commencement of a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (ii) filing a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up or composition for adjustment of debts, (iii) consenting to or failing to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (iv) applying for or consenting to, or failing to contest to, in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admitting in writing its inability to pay its debts as they become due, (vi) making a general assignment for the benefit of creditors, or (vii) taking any corporate action for the purpose of authorizing any of the foregoing; or

(d) the entry of a decree or order by any court of competent jurisdiction in respect of the Corporation or any material subsidiary granting (i) relief in any involuntary case under the federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or (ii) appointment of a trustee, receiver, custodian, liquidator or the like

for the Corporation or any material subsidiary or for all or any substantial part of their respective assets, domestic or foreign, and such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive days; or

(e) (i) a default by the Corporation in any material respect shall have occurred in any covenant to which the Corporation is subject in the Purchase Agreement or any Ancillary Document (as defined in the Purchase Agreement) or (ii) a payment default (other than any payment defaults disclosed in the Purchase Agreement including those payment defaults related to agreements with which the Company is a party with Nortel Networks Inc. or General Electric Capital Corporation (the "Specified Defaults"), provided, that such Specified Defaults are waived within 10 days of the date hereof (or such later date as the Network Services Term Sheet is executed) and then only for so long as such waivers shall be in effect) shall have occurred or acceleration of the payment of the indebtedness (other than acceleration solely in response to any events of default disclosed in the Purchase Agreement) shall have been commenced under any agreement or document evidencing indebtedness of the Corporation;

then, the holder or holders of at least a majority in aggregate principal amount of the Notes at the time outstanding may, at its or their option, by written notice to the Corporation, declare all the Notes to be, and all the Notes shall thereupon be and become, forthwith due and payable together with interest accrued thereon without presentment, demand, protest or further notice of any kind, all of which are expressly waived to the extent permitted by law; provided, however, that, upon the occurrence and during the continuance of any of the events specified in subsections (a) or (b) of this Section 11, the holder of any Note at the time outstanding may, at its option by notice in writing to the Corporation, declare any Note or Notes then held by it to be, and such Note or Notes shall thereupon be and become, forthwith due and payable together with interest accrued thereon without presentment, demand, protest or further notice of any kind, all of which are expressly waived to the extent permitted by law. Notwithstanding the foregoing, nothing in this Section 11 shall impair the right of the holder of this Note to convert all or any portion of this Note into Common Stock in accordance with the provisions of Section 15 hereof.

At any time after any declaration of acceleration has been made as provided in this Section 11, the holders of at least 66-2/3% in principal amount of the Notes then outstanding may, by notice to the Corporation, rescind such declaration and its consequences if the Corporation has paid all overdue installments of interest on the Notes and all principal (and premium, if any) that has become due otherwise than by such declaration of acceleration; and all other defaults and Events of Default (other than nonpayments of principal and interest that have become due solely by reason of acceleration) shall have been remedied or cured or shall have been waived pursuant to this paragraph; provided, however, that no such rescission shall extend to or affect any subsequent default or Event of Default or impair any right consequent thereon.

Without limiting the foregoing, the Corporation hereby waives any right to trial by jury in any legal proceeding related in any way to this Note or the Notes and agrees that any such proceeding may, if the holder so elects, be brought and enforced in any state or, if applicable federal court,



located in New York City in the Borough of Manhattan and the Corporation hereby waives any objection to jurisdiction or venue in any such proceeding commenced in such court. The Corporation further agrees that any process required to be served on it for purposes of any such proceeding may be served on it, with the same effect as personal service on it within the State of Delaware, by registered mail addressed to it at its office or agency set forth in Section 19 for purposes of notices hereunder.

12. SUITS FOR ENFORCEMENT. In case any one or more of the Events of Default specified in Section 11 of this Note shall happen and be continuing, the holder of this Note may proceed to protect and enforce its rights by suit in equity, action at law and/or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or may proceed to enforce the payment of this Note or to enforce any other legal or equitable right of the holder of this Note.

In case of any default under any Note, the Corporation will pay to the holder thereof such amounts as shall be sufficient to cover the out-of-pocket costs and expenses of such holder due to said default, including, without limitation, collection costs and reasonable attorneys' fees, to the extent actually incurred.

13. REMEDIES CUMULATIVE. No remedy herein conferred upon the holder of this Note is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

14. REMEDIES NOT WAIVED. No course of dealing between the Corporation and the holders of this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of any right of any holder of this Note.

15. CONVERSION.

(a) Conversion of this Note into Common Stock. All or a portion of the principal amount of this Note shall, at any time and at the option of the Holder, be convertible into a number of shares of Common Stock, calculated by dividing the portion of the principal amount of such Notes to be converted (together with any accrued and unpaid interest on such portion of the principal amount) by \$\_\_\_\_\_ (subject to equitable adjustment for stock splits, stock dividends, recapitalizations, reorganizations or other similar events, the "Common Stock Conversion Price" or "Conversion Price") with the proportional value of any fractional shares resulting therefrom paid by the Corporation in cash to the Holder upon conversion. The Holder will give the Corporation at least 10 business days notice of its intention to convert all or a portion of the principal amount of the Notes into Common Stock, except if such conversion follows a notice of prepayment pursuant to Section 5(b) hereof. The Corporation shall present and deliver certificates evidencing the proper number of shares of Common Stock to the Holder, in such denominations and in such name or names as the Holder may designate by notice to the Corporation, to each Holder, at a time

and place mutually agreeable to the Holder and the Corporation, in exchange for delivery of this Note to the Corporation. Upon receipt of this Note in exchange for such certificate or certificates of Common Stock, the Corporation shall cancel and destroy this Note, and this Note shall thereafter be null, void and of no effect. If any of the principal amount of Note tendered to the Corporation pursuant to this Section 15(a) shall remain unconverted and outstanding following the issuance of such Common Stock, the Corporation shall execute and deliver to the Holder at the same time and in the same manner as the certificate evidencing such Holder's Common Stock is delivered, a replacement note that shall be identical in all respects as this Note, except that the principal amount shall be reduced by the principal amount of this Note converted to Common Stock. If this Note has been issued pursuant to a Funding Request that is delivered after the automatic conversion of a previously-issued Note pursuant to Section 1.04(b) thereof, it shall be convertible into Purchaser Conversion Preferred (as defined below).

(b) Automatic Conversion of this Note into Preferred Stock. Simultaneous with the Corporation raising an aggregate of \$50,000,000 (the "Conversion Amount") in cash through the issuance of convertible preferred stock prior to the Maturity Date, excluding the Notes and PIK Notes, but including shares issued upon conversion of up to \$20,000,000 aggregate principal amount of the Corporation's 10% Convertible Senior Secured Notes due February 20, 2006 issued to affiliates of Welsh, Carson, Anderson & Stowe ("Welsh Carson") (excluding any notes issued to Welsh Carson in kind for interest on such notes), all of the principal amount of this Note, together with any PIK Notes, Notes then-payable in kind for accrued and unpaid interest as of such date and Notes to be purchased on such date by the Purchaser, subject to satisfaction of all applicable conditions set forth in Section 6.02 of the Purchase Agreement, at a special Closing on such date with a Purchase Price equal to the difference between \$30,000,000 and the aggregate Purchase Price paid by the Purchaser pursuant to all Closings completed pursuant to this Agreement as of such date pursuant to the terms of the Purchase Agreement (collectively, the "Purchaser Conversion Notes"), shall be converted into a number of shares of convertible preferred stock ("Purchaser Conversion Preferred") having the same rights, preferences, privileges and restrictions as shares issued (the "Recent Equity Financing Shares") pursuant to the Corporation's most recent preferred stock financing (the "Recent Equity Financing"), except that the initial conversion price of such Purchaser Conversion Preferred shall be the lesser of (i) the initial conversion price of the Recent Equity Financing Shares, (ii) the initial conversion price of shares issued pursuant to any financing which comprises a portion of the Conversion Amount (excluding shares issued upon conversion of the notes previously issued to Welsh Carson referred to above), and (iii) the Common Stock Conversion Price. The Purchaser Conversion Preferred shall be of the same class, but separate series, as the Recent Equity Financing Shares. The proportional value of any fractional shares resulting from the issuance of Purchaser Conversion Preferred shall be paid by the Corporation in cash to the Purchaser. Notwithstanding the foregoing, the following actions by the Corporation shall not be aggregated in calculating the Conversion Amount: (i) the issuance of any shares of Common Stock pursuant to a stock option plan approved by the Corporation's Board of Directors, (ii) the issuance of stock,

warrants or other securities or rights to persons or entities with which the Corporation has bona fide business relationships provided such issuances are for other than primarily equity financing purposes, provided that in any such case (involving the foregoing clauses (i) or (ii)) such issuance has been approved by a majority of the members of the Corporation's Board of Directors. The Corporation will provide the Holder with at least 10 business days notice in advance of an expected closing of an equity financing which will result in the raising of the Conversion Amount, noting the time and place of such event. The Corporation shall present and deliver certificates evidencing the proper number of Recent Equity Financing Shares to the Holder, in such denominations and in such name or names as the Holder may designate by notice to the Corporation, to the Holder at the closing of the Recent Equity Financing in exchange for delivery of this Note to the Corporation. Upon receipt of this Note in exchange for such certificate or certificates of stock evidencing the proper number of Recent Equity Financing Shares, the Corporation shall cancel and destroy this Note or Notes, and this Note or Notes shall thereafter be null, void and of no effect.

(c) Conversion Prior to Optional Prepayment. In the event the holder of this Note receives a notice from the Corporation in accordance with Section 5(b) that the Corporation intends to optionally prepay the Note, the holder of this Note shall have the option, prior to the consummation of such prepayment, to convert all or portion of the unpaid principal amount of this Note together with a corresponding portion of the accrued interest hereon into shares of Common Stock in accordance with the terms of paragraph (a) above. The holder shall exercise such right of conversion by giving written notice to the Corporation in accordance with paragraph (a) above prior to the date of such prepayment referred to in the Corporation's notice to the holder in accordance with Section 6.

(d) Issuance of Certificates; Time Conversion Effected. Promptly after (i) the receipt of the written notice referred to in paragraph (a) above or (ii) the occurrence of the events described in paragraph (b) above, as the case may be, and surrender of this Note, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock or preferred stock, as the case may be, issuable upon the conversion of such unpaid principal amount of this Note together with interest and any Applicable Premium Amount. To the extent permitted by law, such conversion shall be deemed to have been effected as of the close of business on the date on which this Note shall have been surrendered as aforesaid, and at such time the rights of the holder of this Note, to the extent of the principal amount thereof and any other amounts to be converted, shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock, or preferred stock, as the case may be, shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

(e) Fractional Shares; Dividends; Partial Conversion. No fractional shares shall be issued upon conversion of the principal amount of this Note or any portion thereof, and no payment or adjustment shall be made upon any conversion on account of any cash dividends on the Common Stock issued upon such conversion. In case of the conversion of only a portion of the unpaid principal amount of this Note, the holder hereof, at its option, may require the Corporation to execute and deliver at the expense of the Corporation (other than for transfer taxes, if any), upon surrender of this Note, a new Note registered

in the name of such person or persons as may be designated by such holder for the principal amount of this Note then remaining unpaid, dated as of the date to which interest has been paid on the principal amount of this Note then remaining unpaid, or may present this Note to the Corporation for notation hereon of the payment of the portion of the principal amount of this Note so converted. If any fractional interest in a share of Common Stock or preferred stock, as the case may be, would, except for the provisions of the first sentence of this paragraph (e), be deliverable upon any such conversion, the Corporation, in lieu of delivering the fractional share thereof, shall pay to the holder surrendering this Note for conversion an amount in cash equal to such fractional interest multiplied by the Conversion Price then in effect.

(f) Adjustment of Conversion Price upon Issuance of Common Shares. If and whenever the Corporation shall issue or sell, or is in accordance with subparagraphs (i) through (vii) deemed to have issued or sold, any shares of its Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Conversion Price shall be reduced to the price (calculated to the nearest cent) determined by dividing (x) an amount equal to the sum of (1) the number of shares of Common Stock outstanding immediately prior to such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Notes) multiplied by the then existing Conversion Price, and (2) the consideration, if any, received by the Corporation upon such issue or sale, by (y) the total number of shares of Common Stock outstanding immediately after such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Notes).

No adjustment of the Conversion Price, however, shall be made in an amount less than \$.01 per share, and any such lesser adjustment shall be carried forward and shall be made at the time and together with the next subsequent adjustment which together with any adjustments so carried forward shall amount to \$.01 per share or more.

For purposes of this subparagraph (f), the following subparagraphs (i) to (vii) shall also be applicable:

(i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or securities convertible into or exchangeable for Common Stock (such rights or options being herein called "Options" and such convertible or exchangeable stock or securities being herein called "Convertible Securities") whether or not such Options, or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities (determined by dividing (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the

exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of the Conversion Price shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities. If at the end of the period during which such Options or Convertible Securities are exercisable not all Options or Convertible Securities shall have been exercised or converted, the adjusted Conversion Price shall be immediately readjusted to what it would have been based upon the number of additional shares of Common Stock actually issued in respect of such Options and Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (x) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that (1) except as otherwise provided in subparagraph (iii) below, no adjustment of the Conversion Price shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issue or sale of such Convertible Securities is made upon exercise of any Option to purchase any such Convertible Securities for which adjustments of the Conversion Price have been or are to be made pursuant to other provisions of this paragraph (f), no further adjustment of the Conversion Price shall be made by reason of such issue or sale. If at the end of the period during which such Convertible Securities are convertible not all Convertible Securities shall have been converted, the adjusted Conversion Price shall be immediately readjusted to what it would have been based upon the number of

additional shares of Common Stock actually issued in respect of such Convertible Securities.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which any Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Stock shall change at any time (other than under or by reason of provisions designed to protect against dilution), the Conversion Price in effect at the time of such event shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; and on the expiration of any such Option or termination of any such right to convert or exchange such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued, and the Common Stock issuable thereunder shall no longer be deemed to be outstanding. If the purchase price provided for in any such Option referred to in subparagraph (i) or the rate at which any Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Stock shall be reduced at any time under or by reason of provisions with respect thereto designed to protect against dilution, then, in case of the delivery of Common Stock upon the exercise of any such Option or upon conversion or exchange of any such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be adjusted to such respective amount as would have been obtained had such Option or Convertible Securities never been issued as to such Common Stock and had adjustments been made upon the issuance of the shares of Common Stock delivered as aforesaid, but only if as a result of such adjustment the Conversion Price then in effect hereunder is thereby reduced.

(iv) Stock Dividends. Without duplication of the adjustment contemplated by clause (g) below, in case the Corporation shall declare a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration.

(v) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefore shall be deemed to be the amount received by the Corporation therefore, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of

Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued without consideration.

(vi) Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (x) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities, or (y) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any such shares shall be considered an issue or sale of Common Stock for the purposes of this paragraph (f).

Notwithstanding anything to the contrary contained in this paragraph (f), paragraph (f) is subject to the prior approval of the Corporation's shareholders, which the Corporation shall seek to obtain as promptly as practicable, if such shareholder approval would be required under the Marketplace Rules of the Nasdaq National Market (the "NASDAQ") if paragraph (f) were to otherwise operate in accordance with its terms, unless the NASDAQ has waived such requirement.

(g) Subdivision or Combination of Stock. In case the Corporation shall at any time declare a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock or subdivide its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding shares of Common Stock of the Corporation shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(h) Certain Issues of Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not make any adjustment of the Conversion Price in the case of (i) the issuance of shares of Common Stock upon conversion of Notes; (ii) the issuance of Options or shares of Common Stock to employees, directors or consultants of the Corporation or its subsidiaries, either directly or pursuant to Options, pursuant to plans or arrangements

approved by the Board of Directors (or Compensation Committee thereof) of the Corporation; (iii) the issuance of shares of Common Stock in respect of any Convertible Securities or Options issued by the Corporation prior to the date of this Note; or (iv) the issuance of shares of Common Stock in connection with any acquisition, merger, consolidation, or other business combination transaction.

(i) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a Note shall thereafter have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock of the Corporation immediately theretofore receivable upon the conversion of such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore so receivable had such reorganization or reclassification not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights (including an immediate adjustment, by reason of such reorganization or reclassification, of the Conversion Price to the value for the Common Stock reflected by the terms of such reorganization or reclassification if the value so reflected is less than the Conversion Price in effect immediately prior to such reorganization or reclassification). In the event of a merger or consolidation of the Corporation as a result of which a greater or lesser number of shares of Common Stock of the surviving corporation are issuable to holders of Common Stock of the Corporation outstanding immediately prior to such merger or consolidation, the Conversion Price in effect immediately prior to such merger or consolidation shall be adjusted in the same manner as though there were a subdivision or combination of the outstanding shares of Common Stock of the Corporation. The Corporation will not effect any such consolidation, merger, or any sale of all or substantially all of its assets or properties, unless prior to the consummation thereof the successor corporation or other entity (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall assume, by written instrument executed and mailed or delivered to each holder of Notes at the last address of such holder appearing on the books of the Corporation, the obligation to deliver to such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to receive.

(j) Notice of Adjustment. Upon any adjustment of the Conversion Price, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, addressed to each holder of Notes at the address of such holder as set forth in the register maintained by the Corporation for the registration of transfer and exchange of Notes, which



notice shall state the Conversion Price resulting from such adjustment, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(k) Other Notices. In case at any time:

(i) the Corporation shall declare any dividend upon its Common Stock payable in cash or stock or make any other distribution to the holders of its Common Stock;

(ii) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(iii) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with, or a sale of all or substantially all its assets to, another corporation or other entity; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

then, in any one or more of said cases, the Corporation shall give, by first class mail, postage prepaid, addressed to each holder of Notes at the address of such holder as set forth in the register maintained by the Corporation for the registration of transfer and exchange of Notes, (A) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, and (B) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (A) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto, and such notice in accordance with the foregoing clause (B) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, as the case may be.

(l) Stock to Be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock or its treasury shares, solely for the purpose of issue upon the conversion of the Notes as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of the unpaid principal amount of all outstanding Notes. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action within its control as may be requisite to assure that the par value per share of the Common Stock is at all times equal to or less than the effective Conversion Price. The Corporation will take all such

action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirements of any national securities exchange upon which the Common Stock of the Corporation may be listed. The Corporation will not take any action which results in any adjustment of the Conversion Price if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Notes would exceed the total number of shares of Common Stock then authorized by the Corporation's Certificate of Incorporation.

(m) Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of the Notes shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Note the principal amount of which is being converted.

(n) Closing of Books. The Corporation will at no time close its transfer books against the transfer of any Note or of any shares of Common Stock issued or issuable upon the conversion of any Note in any manner which interferes with the timely conversion of such Note.

(o) Definition of Common Stock. As used in this Section 15, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, \$.01 par value, as constituted on the date hereof, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall not be limited to a fixed sum or percentage of par value in respect of the rights of the holders thereof to participate in dividends or in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

16. COVENANTS BIND SUCCESSORS AND ASSIGNS. All the covenants, stipulations, promises and agreements in this Note contained by or on behalf of the Corporation shall bind its successors and assigns, whether so expressed or not.

17. GOVERNING LAW. This Note shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

18. HEADINGS. The headings of the Sections and subsections of this Note are inserted for convenience only and do not constitute a part of this Note.

19. NOTICES. Any notice or other communications required or permitted hereunder shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class certified mail, postage prepaid, by nationally recognized overnight courier, or by facsimile addressed to such party at the address or facsimile number set forth below or such other address or facsimile number as may hereafter be designated in writing by the addressee to the addressor listing all parties:

if to the Corporation, to

SAVVIS Communications Corporation  
12851 Worldgate Drive  
Herndon, Virginia 20170  
Fax: (703) 234-8315  
Attention: Ms. Nancy Lysinger

with a copy to

SAVVIS Communication Corporation  
717 Office Parkway  
St. Louis, MO 63141  
Fax: (314) 468-7550  
Attention: Steven M. Gallant, Esq.

with a copy to

Hogan & Hartson L.L.P.  
885 Third Avenue, 26th Floor  
New York, New York 10022  
Fax: (212) 409-9801  
Attention: Christine M. Pallares, Esq.

if to the holder of this Note, to the address of such holder listed on Schedule I of the Purchase Agreement or such other address as the holder shall have provided to the Corporation in writing;

with a copy to

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Fax: (212) 310-8007  
Attention: David E. Zeltner, Esq.

or, in any case, at such other address or addresses as shall have been furnished in writing by such party to the other parties hereto. All such notices, requests, consents and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of mailing, on the fifth business day following the date of such mailing, (c) in the case of delivery by overnight courier, on the business day following the date of delivery to such courier, and (d) in the case of facsimile, when received.

IN WITNESS WHEREOF, SAVVIS Communications Corporation has caused this Note to be signed in its corporate name by one of its officers thereunto duly authorized and to be dated as of the day and year first above written.

SAVVIS COMMUNICATIONS CORPORATION

By \_\_\_\_\_  
Name:  
Title:

MISSOURI FUTURE ADVANCE DEED OF TRUST AND SECURITY AGREEMENT

THIS MISSOURI FUTURE ADVANCE DEED OF TRUST AND SECURITY AGREEMENT SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND SHALL BE GOVERNED BY SECTION 443.055 R.S.MO., AS AMENDED. THE TOTAL PRINCIPAL AMOUNT OF THE PRESENT AND FUTURE ADVANCES AND OBLIGATIONS WHICH MAY BE SECURED HEREBY IS \$45,000,000.

THIS MISSOURI FUTURE ADVANCE DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made as of the 11th day of May, 2001, by and between SAVVIS COMMUNICATIONS CORPORATION, a Missouri corporation ("Grantor") having a mailing address of 795 Office Parkway, St. Louis, Missouri 63141 and Joseph J. Trad, as trustee ("Trustee") having a mailing address of 500 North Broadway, Suite 2000, St. Louis, Missouri 63102, and REUTERS HOLDINGS SWITZERLAND SA, a societe anonyme organized under the laws of Switzerland ("Beneficiary") having a mailing address of c/o Reuters America Inc., The Reuters Building, 3 Times Square, 20th Floor, New York, New York, 10036, Attn: Mr. David Distel.

WITNESSETH:

WHEREAS, Savvis Communications Corporation, a Delaware Corporation ("Borrower"), Beneficiary and others entered into that certain Securities Purchase Agreement dated as of May 16, 2001 (as amended from time to time, the "Securities Purchase Agreement") pursuant to which Borrower agreed to sell and issue to Beneficiary certain Notes (as defined in the Securities Purchase Agreement), including certain 12% Convertible Senior Secured Notes in the principal amounts set forth in the Securities Purchase Agreement (the "Convertible Senior Secured Notes");

WHEREAS, Borrower has agreed under the Securities Purchase Agreement that it will, substantially concurrently with its actual or constructive receipt of the proceeds from the sale of and/or the loan proceeds available as a result of the issuance of such the Convertible Senior Secured Notes, contribute or otherwise make available to Grantor, all such proceeds exclusive of \$5,000,000 which Grantor may utilize as Borrower determines on a basis consistent with the Securities Purchase Agreement; and

WHEREAS, Beneficiary will not enter into the Securities Purchase Agreement and will not provide to Borrower the funds contemplated to be provided under the Securities Purchase Agreement unless and until Grantor delivers to Beneficiary and Beneficiary receives from Grantor this Deed of Trust; and

WHEREAS, Grantor is a wholly owned subsidiary of Borrower and has determined that it is in the best interest of Grantor for Borrower to receive the funds contemplated under the Securities Purchase Agreement and acknowledges that Grantor is effecting the grant of this Deed of Trust in consideration for, and has received value for the grant hereunder as a result of, the loan by Beneficiary to Borrower contemplated under the Securities Purchase Agreement; and

WHEREAS, to induce Beneficiary to provide the funds contemplated to be delivered under the Securities Purchase Agreement Grantor is willing to deliver this Deed of Trust to Beneficiary; and

WHEREAS, the parties intend that this conveyance shall secure the performance and payment of the covenants, sums, and obligations of the Borrower under the provisions of the Convertible Senior Secured Notes and all extensions, renewals or modifications of all or part of said Convertible Senior Secured Notes and any additional Notes that may be issued according to the terms set

forth in the Securities Purchase Agreement (hereinafter the Notes (as defined in the Securities Purchase Agreement) including said Convertible Senior Secured Notes, and any renewals, extensions or modifications thereof are collectively referred to as the "Notes"), and all obligations of Grantor now or hereafter owing to Beneficiary under the Notes including any additional amounts which Beneficiary may be permitted to advance now or hereafter to preserve and protect the lien and encumbrance hereof or according to the terms of this Deed of Trust (collectively, the "Indebtedness"). THIS DEED OF TRUST IS A MORTGAGE OF INTERESTS IN IMPROVEMENTS ONLY AND SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS PURSUANT TO SECTION 443.055 OF THE MISSOURI REVISED STATUTES. THE TOTAL PRINCIPAL AMOUNT OF THE FUTURE ADVANCES AND FUTURE OBLIGATIONS WHICH MAY BE SECURED HEREBY IS FORTY-FIVE MILLION DOLLARS (\$45,000,000.00);

NOW, THEREFORE, as security for the Indebtedness, and in consideration thereof, and the sum of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby REMISE, RELEASE AND QUIT CLAIM, unto Trustee, his successors and assigns, IN TRUST, forever, the Grantor's interest, if any, in (1) all buildings, improvements and structures present as of the date of this Deed of Trust on that certain land situated in the County of St. Louis, State of Missouri as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land") and constructed by or on behalf of Grantor pursuant to or substantially in accordance with the plans and specifications dated September 9, 1999 and prepared by Rivkin/Weisman, P.C. and ACI Boland, Inc. for the project located at Phantom Drive and J. S. McDonnell Boulevard, Hazelwood, Missouri and all buildings, improvements and structures hereafter, erected, situated or placed at any time by or on behalf of Grantor on the Land (collectively, "Buildings" and individually "Building"); and (2) the fee simple title to all or any portion of the Land (collectively, the "Mortgaged Property").

Notwithstanding the foregoing, the Mortgaged Property shall not include any or all of the following:

(a) furniture, fixtures, equipment and personal property, including

without limitation, replacements and substitutions therefor, and all leases thereof and all rents, revenues, income, profits, royalties, deposits and proceeds therefrom, now or hereafter owned or leased (i) by GE Capital Corporation or by any one or more third party lessors, their respective successors and assigns, and leased to Grantor or Bridge Information Systems America, Inc., a Delaware corporation, as lessee, whether under an operating lease, a capital lease or a synthetic lease, and/or (ii) by Grantor or any person or entity occupying or using any part of the Building by or through Grantor (or its lessees, successors or assigns) and/or any person or entity holding an ownership or security interest in any Excluded Property;

(b) any subleases of any properties described in (a) of this paragraph to Grantor, its successors and assigns, as sublessee;

(c) all furniture, fixtures, equipment and personal property, including without limitation, replacements and substitutions therefor, and all leases thereof and all rents, revenues, income, profits, royalties, deposits and proceeds therefrom subject to a security interest granted by, or that either Grantor or Borrower is obligated to grant, in either case, pursuant to a security agreement or an other agreement effective prior to or as of the date of this Deed of Trust;

(d) all real, personal, tangible and intangible property of any kind that is in any way pledged pursuant to any of the agreements described on Exhibit B attached hereto and incorporated into this Deed of Trust by this reference; and

(e) all real, personal, tangible and intangible property of any kind that is in any way, but only to the extent, encumbered by that certain first deed of trust by Bridge Data Company, a Delaware corporation ("Bridge") in favor of Harris Trust and Savings Bank dated July 28, 2000 (the "First Deed of Trust") and any renewals, modifications, replacements, and extensions of such First Deed of Trust

all of the foregoing being the ("Excluded Property"). The Excluded Property is not a part of the Mortgaged Property for any purpose under this Deed of Trust. Upon the from time to time request of Grantor, Beneficiary will execute and deliver to Grantor such written confirmations of the foregoing to the extent Grantor reasonably deems necessary and appropriate.

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Trustee, his successors and assigns, forever, IN TRUST, nevertheless, to secure the payment of the Indebtedness and the performance and observance by Grantor of every covenant and condition herein contained.

COVENANTS. Grantor hereby expressly covenants and agrees with Trustee and Beneficiary that:

- (1) PERFORMANCE OF OBLIGATIONS. Grantor will duly perform all of its obligations under this Deed of Trust in accordance with the terms hereof.
- (2) DUE ON SALE OR ENCUMBRANCE. Grantor will not, without the prior written consent of Beneficiary, transfer, convey or otherwise part with title to any of the Mortgaged Property, or any portion thereof or ownership interest therein, or create or permit or allow to exist or to be created any mortgage, deed of trust, pledge or other lien or encumbrance on any of the Mortgaged Property, other than this Deed of Trust, and Grantor will not suffer or permit any mechanic's or materialmen's lien or any other lien of any nature whatsoever to attach to any of the Mortgaged Property or to remain outstanding against the same or any part thereof; provided, however, Grantor shall not be in default under this Deed of Trust as a result of the filing of any mechanic's or materialmen's liens against or otherwise encumbering any of the Mortgaged Property arising out of the construction by or for the benefit of Grantor of the Building to the extent of any such construction completed as of the date of this Deed of Trust; provided, however, Grantor shall pay the amounts resulting in such liens or otherwise bond over such liens to the extent necessary to prevent the foreclosure of any such liens. Beneficiary hereby consents to arrangements between Grantor and a third party providing for (i) the installation in the Building of communications and/or computer equipment owned or leased by third parties (including communications and/or computer equipment leased by Grantor to such third parties) to enable Grantor to provide such third parties with broadband connectivity to the internet, IP VPN services, and/or all other internet, intranet and extranet facilities and equipment and/or services then currently being provided by Grantor; (ii) the use, maintenance, repair, and operation of such communications and/or computer equipment by such third parties and/or by Grantor; and (iii) a grant by Grantor to such third parties of the right to have actual and/or virtual access to the Building and to such communications and/or computer equipment (each such third party is a "Co-location Party"; the equipment of, owned, leased or otherwise belonging to the Co-location Party is the "Co-location Equipment" and the arrangements between Grantor and a Co-location Party consistent with (i)-(iii) above being the "Permitted Co-location Arrangements"). Notwithstanding the foregoing, Permitted Co-location Arrangements may be effected whether or not Grantor provides managed hosting services to the Co-location Party.
- (3) INSURANCE. Until this Deed of Trust has been released in accordance with Paragraph 17 below, Grantor shall maintain the following insurance and otherwise comply with the provisions of this Section (3):

(i) Grantor shall provide and maintain, at Grantor's sole cost and expense throughout the duration of this Deed of Trust, commercial general liability insurance, including blanket contractual liability coverage (or its equivalent) specifically endorsed to provide coverage for the obligations assumed by Grantor pursuant to this Deed of Trust, against claims and liability for personal injury, bodily injury, death, or property damage occurring on, in, or about the Mortgaged Property, with limits of liability of not less than Five Million Dollars (\$5,000,000.00) for liability arising out of any one occurrence;

(ii) insurance insuring Grantor against loss or damage to the Mortgaged Property by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time included under a so called "Special Form Causes of Loss" policy (or its equivalent) together with earthquake and, if the Mortgaged Property is located in a special flood hazard area, flood insurance and such other similar policies as Beneficiary may reasonably require to protect the Mortgaged Property. Such insurance shall provide coverage in an amount sufficient to prevent Grantor from being a co-insurer of any loss under the policy or policies, but in no event less than 100% of the full replacement cost of the improvements;

(iii) At all times during the duration of this Deed of Trust when fuel tanks are located at or on any land on which any Building is constructed, Grantor shall maintain so called "Above Ground Storage Tank Third Party Liability and Cleanup" insurance or its equivalent. Notwithstanding anything to the contrary in this Deed of Trust, such insurance shall be on a claims made basis with a per occurrence limit of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least One Million Dollars (\$1,000,000) with reasonable deductibles and reasonable coverage for defense costs.

All of the foregoing insurance will be issued by an insurance company of recognized financial standing having at least an A+ rating by Best Insurance Reports. Said policies shall be in form as are reasonably acceptable to and approved by Beneficiary. All such insurance policies are assigned to and are to be held by and, to the extent of its interest, for the benefit of and payable in case of loss to the Beneficiary, and Grantor will deliver to Beneficiary such policies, marked "Paid", and new policies as replacement for any expiring policies at least fifteen (15) days before the date of such expiration. All such policies of insurance shall have attached the standard non-contributory first mortgagee clause or its equivalent in favor of Beneficiary, with cancellation only upon at least fifteen (15) days' prior written notice to Beneficiary. All amounts recoverable under any such policies or to which Grantor is otherwise entitled from third parties are hereby assigned to Beneficiary and, in the event of a loss, each insurance company or other third party concerned is authorized and directed to make payment for such loss directly to Beneficiary alone and Beneficiary is hereby authorized to adjust, compromise, receive, collect and sue for the same and Grantor hereby authorizes and directs that such sum or sums be paid to Beneficiary upon presentation of a duly certified copy hereof. Beneficiary is further authorized to endorse Grantor's name upon any check in payment of loss. All loss proceeds received by Beneficiary shall be applied as follows: (i) first, to fund the replacement, repair and restoration to and/or of the Mortgaged Property taken or injured if Grantor elects to effect such replacement, repair and/or restoration, (ii) next, any remaining funds to be applied against the Indebtedness secured hereby to the extent then due and unpaid without the application of any prepayment penalty and applied to principal and interest as provided in the Notes, and (iii) next, any remaining funds to be paid to Grantor. All of the policies of insurance shall be held by Beneficiary as additional security and, in the event of a sale of the Mortgaged Property upon foreclosure, all right, title and interest of Grantor in and to such policies of insurance shall pass to the purchaser at such sale and Grantor irrevocably appoints



Beneficiary as attorney-in-fact of Grantor to assign any policies or proceeds thereof to such purchaser.

The following notice is provided pursuant to Section 427.120, R.S.Mo. As used herein, "you" means Grantor and "we" means Beneficiary: UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

- (4) INDEMNITY. Grantor will protect, indemnify, defend and hold harmless Trustee and Beneficiary from and against any and all claims, causes of action, suits, liabilities, damages (exclusive of consequential and incidental damages), losses, costs and expenses (including attorneys' fees), of whatever nature, which may arise or result, directly or indirectly by reason of the use or occupation of the Mortgaged Property by Grantor or any part thereof or any failure by Grantor to comply with the covenants contained herein.
- (5) REPAIRS. Grantor will at all times keep and maintain the Mortgaged Property and every part thereof in good order, repair and condition, without any liability of Trustee or Beneficiary to any person for damage for failure to repair or for any other cause, and Grantor will promptly make all needed and proper repairs, restorations, renewals and replacements thereof, so that at all times the value of the Mortgaged Property and every part thereof shall be fully preserved and maintained, and Grantor will not cause or permit any waste on or of the Mortgaged Property or otherwise allow the Mortgaged Property, or any part thereof, to depreciate in value by any act or neglect.
- (6) COMPLIANCE. Grantor will not use or suffer or permit to be used the Mortgaged Property or any part thereof in any manner inconsistent with the rights of Trustee or Beneficiary hereunder, or in violation of the provisions of any insurance policy or any rules or regulations of insurance underwriters, and will comply with, and maintain, use and cause the Mortgaged Property to at all times be in compliance with all laws, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body, officer or department applicable to the Mortgaged Property or to the uses or purposes thereof.
- (7) CONDEMNATION. In the event the Mortgaged Property, or any part thereof, be taken through condemnation proceedings or by virtue of the exercise of the right of eminent domain or pursuant to governmental action, any and all amounts awarded in any such condemnation proceeding for the taking of the Mortgaged Property, or any part thereof, are hereby assigned to and shall be paid to Beneficiary, and when received by Beneficiary, shall be applied as follows: (i) first, to fund the replacement, repair and restoration to and/or of the Mortgaged Property taken or injured if Grantor elects to effect such replacement, repair and/or restoration, (ii) next, any remaining funds to be applied against the Indebtedness secured hereby to the extent then due and unpaid without the application of any prepayment penalty and applied to principal and interest as provided in the Notes, and (iii) next, any remaining funds to be paid to Grantor.

- (8) SEVERABILITY. To the extent that any grant under this Deed of Trust violates the terms of any other agreement to which Grantor is a party as of the date of this Deed of Trust, such grant shall be deemed severed from this Deed of Trust and shall be deemed to be null and void and of no force or effect as of the date of this Deed of Trust and the remainder of this Deed of Trust shall remain in full force and effect to extent permitted by law and this Deed of Trust shall be deemed amended as appropriate to give effect to such severance.
- (9) TAXES. Grantor hereby covenants and agrees to pay any and all taxes, assessments, liens and other charges that may be levied or assessed against the Mortgaged Property, or any part thereof, prior to the time the same shall become delinquent, and Grantor shall promptly provide Beneficiary with proof of payment thereof.
- (10) CHANGE IN TAXATION LAWS. In the event of the enactment after the date hereof of any law of the State of Missouri or the United States of America imposing a specific tax on notes, bonds, or other evidences of indebtedness or obligations secured by a mortgage or deed of trust on real estate, or in the event the laws now in force relating to taxes on notes, mortgages, bonds, or other evidences of indebtedness or obligations secured by mortgage or deed of trust shall be in any manner changed, or in case such a tax shall be assessed under any existing law, as the result of which Trustee or Beneficiary may become chargeable with the payment of any such taxes, then and in any such event, Grantor covenants and agrees to pay to Trustee or Beneficiary, within thirty (30) days after written notice thereof, the amount of any such tax; provided that if Trustee or Beneficiary shall be required by law to pay any such tax, all moneys so expended shall be due on demand, bear interest at the highest rate set forth in the Notes (or if no rate is specified, at the maximum lawful rate) and shall be secured hereby. In the event Grantor shall fail to pay or cause to be paid or to reimburse Trustee or Beneficiary for advances as aforesaid to pay any such tax or taxes, or if by such law it should be illegal for Grantor to pay any such tax or taxes, then all of the Indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable without further notice, anything herein or in the evidences of any indebtedness or other obligations secured by this Deed of Trust to the contrary notwithstanding; provided, however, that Grantor shall not be required to pay any such tax in excess of an amount which when added to the interest paid by Grantor on the Indebtedness would exceed the maximum lawful rate allowed in the State of Missouri.
- (11) CURE PAYMENTS. If Grantor shall fail to pay any tax, assessment, lien or other charge levied or assessed against the Mortgaged Property, or any part thereof, or shall fail to keep and perform any of the covenants and conditions herein contained, Trustee or Beneficiary, shall be privileged, but shall not be obligated, to pay any such tax, assessment, lien, rent or other charge, to redeem such property from any sale or foreclosure for taxes or assessments or liens, to effect and pay for insurance required hereunder, to perform or pay for any other obligations, and to make such other disbursements as are necessary or advisable in the opinion of Trustee or Beneficiary to cure any default of Grantor hereunder or protect the lien or the rights of Trustee and Beneficiary hereunder; any and all such sums of money advanced for such purposes by Trustee or Beneficiary shall be deemed additional Indebtedness secured by this Deed of Trust and shall be payable on demand with interest accruing from the time so advanced at the highest rate per annum set forth under the Notes (or if no rate is specified, at the maximum lawful rate), and failure on the part of Grantor to repay the amounts so advanced on demand shall constitute an event of default hereunder; provided, however, nothing herein contained shall be construed as requiring Trustee or Beneficiary to effect such insurance or to advance or expend money or take any action for any of the purposes aforesaid.

- (12) FINANCIAL INFORMATION. Grantor shall furnish the financial statements as and when required to be provided by Grantor pursuant to and in accordance with the Securities Purchase Agreement.
- (13) SECURITY AGREEMENT. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said items, whether now owned or hereafter acquired. Grantor agrees that Beneficiary may file this instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified as part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument, in such form as Beneficiary may require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statements and any extensions, renewals and amendments thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an event of default as hereinafter provided, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies as otherwise provided in this instrument. In exercising any of said remedies, Beneficiary may proceed against the items of property specified as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies otherwise provided in this instrument.
- (14) EXCLUDED PROPERTY. Beneficiary hereby acknowledges that it has no security interest in any of the Excluded Property nor is Grantor's interest or the interest of any third party in any Excluded Property subordinate or subject to this Deed of Trust or any security interest in favor of Beneficiary for Grantor. Beneficiary will execute and deliver to Grantor such reasonable instruments as Grantor may from time to time request confirming the provisions of this Paragraph 14 in such reasonable form as Grantor may request.
- (15) GROUND LEASE. Grantor shall have the right, without the prior written consent of Beneficiary, to enter into a ground lease with the fee owner of the Land on such terms as determined to be necessary and appropriate by Grantor. Grantor shall further have the right to record a memorandum of such ground lease in the records of the County of St. Louis, State of Missouri. In such event, such ground lease shall be superior to this Deed of Trust; provided, however, Grantor shall, upon obtaining all necessary third party consents, grant a leasehold deed of trust respecting Grantor's leasehold interest to Beneficiary on such terms and conditions as are mutually acceptable to Grantor and Beneficiary and consistent with the terms of this Deed of Trust.
- (16) SUBORDINATE TO FIRST DEED OF TRUST. Notwithstanding anything to the contrary in this Deed of Trust, the rights granted by Grantor to Beneficiary under this Deed of Trust respecting all portions of the Mortgaged Property are at all times subject and subordinate to the following: (i) rights and interests of the holder of fee simple title to the Land and to the First Deed of Trust and any renewals, modifications, replacements, and extensions of such First Deed of Trust thereof to the extent that any of the Mortgaged Property is subject to such First Deed of Trust; and (ii) the Missouri Future

Advance Deed of Trust dated as of February 19, 2001 and recorded on February 20, 2001 in the records of the St. Louis County Recorder of Deeds as Daily Number 450, as amended ("WCAS Deed of Trust"). Grantor shall not be in default under this Deed of Trust or be deemed to have breached any representations under this Deed of Trust in the event and to the extent that Beneficiary's rights under this Deed of Trust are so subordinate. Further, Beneficiary agrees that it will execute such reasonable agreements and instruments as may be required by Grantor and/or its lenders to further evidence such subordination.

- (17) RELEASE. If all of Grantor's covenants and agreements under this Deed of Trust are performed in full and either (i) the debt described in the Convertible Senior Secured Notes is paid when due or (ii) the then outstanding principal amount of the Convertible Senior Secured Notes plus all accrued interest on such principal amount is converted into equity securities of Borrower pursuant to the Notes, then these presents shall be void and this Deed of Trust shall be released with all recording costs associated with recording any necessary release to be paid by Grantor.
- (18) NO THIRD PARTY RIGHTS OR INTERESTS AFFECTED. Grantor, by this instrument, does not and does not intend to mortgage, pledge, alter or interfere in any way whatsoever, with the rights of any party(ies) not a party hereto. Specifically and without limitation, Grantor by this instrument does not and shall not be deemed to have taken any action against any property of the estate of Bridge Information Systems, Inc., a Missouri corporation, or any of its affiliates which are debtors-in-possession in bankruptcy cases presently proceeding in the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division, Cases No. 01-0141593-293 through 01-0141614-293, inclusive (collectively, herein the "Debtor"), or to act or attempt to act to (i) take or transfer any interest in property of Debtor's estate, (ii) create, perfect, or enforce any lien against property of Debtor's estate, (iii) create, perfect or enforce any pre-petition lien against property of Debtor's estate, (iv) collect or recover any pre-petition claim against Debtor or its estate, or (v) to set off the interests herein granted against any pre-petition claim against the Debtor. This instrument conveys a quitclaim security interest against the property rights, if any, in the Mortgaged Property and against these rights, if any, only.
- (19) DELIVERY OF NON-DISTURBANCE AGREEMENT. Upon the request of Grantor, Beneficiary will execute and deliver a non-disturbance and attornment agreement in favor of all users, occupants and subtenants of the Mortgaged Property confirming that in the event of a foreclosure of this Deed of Trust, the purchaser of the Mortgaged Property at the foreclosure sale will recognize and not disaffirm or disturb either the agreements between Grantor and any such users, occupants and subtenants or the use and occupancy of the Mortgaged Property by such users, occupants and subtenants in accordance with such agreements all of which such agreements and such uses shall continue in full force and effect in accordance with their terms.
- (20) COUNTERPARTS. This Deed of Trust may be executed in several counterparts, with signature to one such counterpart being deemed signature to all such counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- (21) FURTHER ADVANCES. This Deed of Trust is to be governed by Section 443.055 of the revised Statutes of Missouri. In the event Grantee shall receive a notice pursuant to Section 443.055 of the Revised Statutes of Missouri terminating this Deed of Trust as security for future advances for future obligations made or incurred after the date of such notice, then upon receipt of such notice, Grantee shall have no further obligation under the Notes, any document evidencing, securing or related to the indebtedness secured by this Deed of Trust notwithstanding anything to the contrary in any such document.

(22) EVENTS OF DEFAULT; REMEDIES. If an event of default as specifically set forth herein shall occur, or in the event any one or more of the following events shall occur (an "event of default"): (a) If default shall be made in the payment of any of the Indebtedness secured hereby, or any interest thereon, as and when the same shall become due and payable, whether by reason of demand, acceleration or otherwise; (b) If default shall be made by Grantor in the due performance or observance of any covenant, agreement or condition herein contained or required to be performed or observed by Grantor and such default shall continue for a period of ten (10) days after the date of the mailing of a written notice addressed to Grantor at the address hereinabove set forth, or to such other address as may be designated by Grantor in written notice delivered to Beneficiary; (c) If Grantor interest in the Mortgaged Property shall pass by operation of law as the result of any creditor's action, suit or proceeding or if any of the foregoing shall occur with respect to any guarantor of the Indebtedness secured hereby; (d) If the Mortgaged Property or any portion thereof or ownership interest therein is sold, transferred, assigned or in any manner conveyed without the prior written consent of Beneficiary; (e) If a default or event of default shall occur under or within the meaning of any other deed of trust or mortgage covering any of the Mortgaged Property after giving effect to all applicable cure periods; (f) the occurrence of an event of default under the Notes after giving effect to all applicable cure periods; or (g) if pursuant to ss. 443.055 R.S.Mo., as amended, Grantor shall notify Beneficiary of Grantor's election to terminate the operation of this Deed of Trust as security for future advances or future obligations;

THEN, AND IN EACH AND EVERY SUCH EVENT: (1) All of the Indebtedness then outstanding and unpaid and all accrued and unpaid interest thereon shall, at the option of Beneficiary, become and be due and payable immediately, anything in the Notes evidencing any of the Indebtedness or in this Deed of Trust to the contrary notwithstanding; (2) Upon demand of Trustee or Beneficiary, Grantor shall forthwith surrender to Beneficiary the actual possession of all of the Mortgaged Property and it shall be lawful (whether or not Grantor has so surrendered possession) for Beneficiary, either personally or by agents or attorneys, forthwith to enter into or upon the Mortgaged Property and to exclude Grantor, the agents and servants of Grantor, and all parties claiming by, through or under Grantor, wholly therefrom, and Beneficiary shall thereupon be solely and exclusively entitled to possession of said Mortgaged Property and every part thereof, and to use, operate, manage and control the same, either personally or by managers, agents, servants or attorneys, to the fullest extent authorized by law; and upon every such entry, the Beneficiary may, from time to time, at the expense of Grantor, make all necessary and proper repairs and replacements to the Mortgaged Property as Beneficiary in its discretion sees fit, and any amounts so expended shall be due on demand, bear interest at the post-maturity rate set forth in the Notes and shall be secured hereby; (3) Trustee, at the request of Beneficiary, shall proceed to sell, either by himself or by agent or attorney, the Mortgaged Property or any part(s) thereof at public vendue or outcry at the customary place to the highest bidder for cash after first giving notice as required by the statutes of the State of Missouri and upon such sale Trustee shall receive the proceeds of such sale and shall execute and deliver deed or deeds or other instruments of conveyance, assignment and transfer to the property sold, to the purchaser or purchasers thereof; and (4) Trustee and/or Beneficiary may proceed by suit or suits at law or in equity to enforce the Indebtedness secured hereby and/or to foreclose this Deed of Trust and in such event Trustee shall be entitled to a reasonable fee for his services and Trustee and Beneficiary shall be entitled to a reasonable fee for the services of their attorneys and agents, and for all expenses, costs and outlays. Upon or at any time after the filing of any suit to foreclose the lien hereof, Beneficiary shall be entitled as a matter of right to the appointment of a receiver of the Mortgaged Property, either before or after sale, without notice and without regard to the solvency or insolvency of Grantor at the time of the application for such receiver, and without regard to the solvency or insolvency of Grantor at the time of the application for such receiver, and without regard to the then value of the Mortgaged Property, and Trustee, or Beneficiary, may be

appointed as such receiver. Such receiver shall have all powers necessary or incidental for the protection, possession, control, management and operation of the Mortgaged Property.

In any sale or sales made by Trustee under the power herein granted, or upon any sale or sales under or by virtue of any judicial proceedings: (i) the whole of the Mortgaged Property may be sold in one parcel as an entirety, or the Mortgaged Property may be sold in separate parcels as may be determined by Trustee in his discretion; (ii) all recitals contained in any deed or other instrument of conveyance, assignment or transfer made and delivered by Trustee in pursuance of the powers granted and conferred herein, shall be prima facie evidence of the facts therein set forth; (iii) such sale or sales shall operate to divest Grantor of all right, title, interest, claim and demand, either at law or in equity, under statute or otherwise, in and to the Mortgaged Property and every part thereof so sold and shall be a perpetual bar, both in law or equity, against Grantor and any and all persons claiming or to claim from, through or under Grantor; and (iv) Beneficiary may bid for and purchase the Mortgaged Property or any part thereof and may make payment therefor by presenting to Trustee the Notes secured hereby or the other evidences of the Indebtedness secured hereby so that there may be endorsed as paid thereon the amount of such bid which is to be applied to the payment of the Indebtedness secured hereby as herein provided. Each time it shall become necessary to insert an advertisement of foreclosure, and sale is not had, Trustee shall be entitled to receive the sum of One Hundred Dollars (\$100.00) for services and the amount of all advertising charges from Grantor, all of which shall be further secured hereby. Upon the foreclosure and/or sale of the Mortgaged Property, or any part thereof, the proceeds of such sale or sales shall be applied as follows: First, to the cost and expense of executing this trust, including reasonable compensation of Trustee and reasonable attorneys' fees and expenses, outlays for documentary stamps, cost of procuring title insurance commitments, continuing abstracts, title searches or examinations reasonably necessary or proper; next, to the payment of any and all advances made by Trustee or Beneficiary, with interest thereon as hereinabove provided; next, to the payment of the balance of the Indebtedness secured hereby, with interest thereon as therein provided; and any surplus thereafter shall be paid to Grantor or any other party legally entitled thereto; provided that in the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured hereby, Grantor hereby promises and agrees to pay any deficiency thereon on demand with interest.

Grantor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, and hereby waives the benefit of such laws. Grantor, for itself, its successors and assigns, hereby wholly waives the period of redemption and any right of redemption provided under any existing or future law in the event of a foreclosure of this Deed of Trust. Grantor, for itself and all who may claim through or under it, hereby waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and hereby agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Grantor hereby waives any order or decree of foreclosure, pursuant to the rights herein granted, on behalf of the Grantor, and each and every person acquiring any interest in or title to the Mortgaged Property, subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

The Trustee may resign at any time by written instrument to that effect delivered to Beneficiary. Beneficiary shall be entitled to remove, at any time and from time to time, including any time before, during or after the commencement or completion of any foreclosure proceeding, the Trustee. In case of the death, removal, resignation, refusal to act or otherwise being unable to act of the Trustee, Beneficiary shall be entitled to select and appoint a successor Trustee hereunder by an instrument duly executed, acknowledged and recorded in the manner and form for conveyances of real estate in the State of Missouri, which recording may occur before, during or after the commencement or completion of any foreclosure proceeding, and any such successor Trustee shall thereupon succeed to Trustee as Trustee hereunder and to all of the rights,

powers, duties, obligations and estate of said Trustee as if specifically named herein, provided no defect or irregularity in the resignation or removal of said Trustee or in the appointment of a successor Trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor Trustee pursuant thereto. Additionally, whether the recording of the successor Trustee instrument takes place before, during or after the commencement or completion of any foreclosure proceeding shall have no effect upon the validity of said proceeding. Trustee shall not be disqualified from acting as Trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an officer, employee or stockholder of Beneficiary, or is interested, directly or indirectly, as the holder of the Convertible Senior Secured Notes or other Indebtedness secured hereby, Grantor hereby expressly consenting to Trustee acting as Trustee irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in the Indebtedness secured hereby, or the Mortgaged Property, shall neither interfere with nor prevent his acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in the Indebtedness or Mortgaged Property and continuing to act as Trustee. Trustee covenants faithfully to perform and fulfill the trust herein created, but shall be liable, however, only for gross negligence or willful misconduct as determined by a court of competent jurisdiction.

No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute; and every power and remedy given by this Deed of Trust to Trustee or to Beneficiary may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Trustee or by Beneficiary to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein. In case Trustee shall have proceeded to enforce any right under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely, then, and in such and every such case, Grantor and Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the Mortgaged Property, and all rights, remedies and powers of Trustee shall continue as though no such proceedings had been taken. If any additional sum or sums shall become due and owing, by Grantor to Beneficiary, pursuant to the provisions hereof, the affidavit of Beneficiary shall be sufficient evidence of the fact that such additional sums are secured hereby in the amount set forth in such affidavit.

(23) GENERAL PROVISIONS. This Deed of Trust and all provisions hereof shall extend to and be binding upon Grantor and all parties claiming by, through or under Grantor. All covenants and agreements of Grantor herein shall be joint and several. Grantor acknowledges and agrees that all expenses and amounts expended by Trustee and/or Beneficiary or owed to Trustee or Beneficiary under any indemnity in this Deed of Trust, shall be due as and when incurred, bear interest at the highest rate set forth in the Notes and the Securities Purchase Agreement (the "Debt Instruments") (or if no rate is specified, at the maximum lawful rate) and shall constitute Indebtedness secured hereby, and all indemnities contained in this Deed of Trust shall apply notwithstanding any negligent conduct or omission of Beneficiary or Trustee (except to the extent of gross negligence or willful misconduct on the part of Beneficiary or Trustee), are in addition to any legal liability or responsibility Grantor otherwise has, and shall survive the foreclosure of this Deed of Trust and the payment of the obligations secured hereunder. The unenforceability or invalidity of any provision or provisions of this Deed of Trust shall not render any other provision or provisions herein contained unenforceable or invalid. The term "Beneficiary" shall be deemed to mean and include the endorsee(s), transferee(s) or the holder(s) at the time being of the Debt Instruments and/or any of the other

Indebtedness secured hereby, and the successors and assigns of Beneficiary, and the term "Trustee" shall be deemed to mean and include any successors of the Trustee in the trust hereby created; and the covenants and agreements shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of Grantor and the successors in trust of the Trustee and the endorsee(s), transferee(s), successors and assigns of Beneficiary. All of the grants, covenants, terms, agreements, provisions and conditions herein contained shall run with the land. Time is of the essence of all Grantor's obligations hereunder. The captions or headings used herein are for the convenience of the parties and are not a part of this Deed of Trust. To the extent that proceeds of the Indebtedness secured hereby or advances under this Deed of Trust are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, Beneficiary is hereby subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released. Trustee hereby lets the Mortgaged Property to Grantor and assigns until this Deed of Trust be released and satisfied, or until default be made under the covenants and agreements hereof, upon the following terms, to-wit: Grantor and all persons claiming or possessing said Mortgaged Property or any part thereof, shall pay rent therefor during said term at one cent per month, payable on demand, and shall and will surrender peaceful possession of said premises, and every part thereof, to Trustee immediately upon such default, and without notice or demand therefor, provided that nothing in this Deed of Trust shall be construed to prevent the Beneficiary from having and taking every legal means to enforce payment of the Indebtedness secured hereby, without having first enforced this Deed of Trust; provided, further that if Grantor shall well and truly pay or cause to be paid to Beneficiary the Indebtedness secured hereby as and when the same shall become due and payable and this Deed of Trust is no longer intended to secure future advances and future obligations under Section 443.055 R.S.Mo., as amended, then this trust shall cease and be void and the Mortgaged Property hereinbefore conveyed shall be released at the cost of Grantor, otherwise to remain in full force and effect. To the extent that Beneficiary receives any payment on account of the Indebtedness and any such payment(s) or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside, subordinated and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) received, the Indebtedness or part thereof intended to be satisfied and any and all liens, security interests, mortgages and/or other encumbrances upon or pertaining to any assets of Grantor and theretofore created and/or existing in favor of Beneficiary as security for the payment of such Indebtedness shall be revived and continue in full force and effect, as if such payment(s) had not been received by Beneficiary and applied on account of the Indebtedness. The Recitals above stated are incorporated herein by this reference.

- (24) Should at any time the holder of any Note(s) determine to convert the indebtedness evidenced thereby into an equity interest in Borrower pursuant to the terms of the Securities Purchase Agreement, the Notes(s) of such holder shall cease to be "Notes" for purposes hereof and shall not be hereby secured, nor shall any equity interest in Borrower or rights in securities of Borrower arising under any Notes(s) or the Securities Agreement constitute Indebtedness secured by the Deed of Trust.
- (25) This Deed of Trust is not effective unless and until the Beneficiary under the WCAS Deed of Trust consents in writing to the grant by Grantor of this Deed of Trust to Beneficiary hereunder.

IN THE EVENT ANY OF THE INDEBTEDNESS SECURED HEREBY IS PAYABLE UPON DEMAND, NEITHER THIS DEED OF TRUST NOR ANYTHING CONTAINED HEREIN SHALL BE DEEMED TO ALTER, LIMIT, OR OTHERWISE IMPINGE UPON THE DEMAND CHARACTER OF SUCH INDEBTEDNESS.



IN WITNESS WHEREOF, Grantor has executed this Missouri Future Advance Deed of Trust and Security Agreement as of the day and year first above written.

Grantor:  
  
SAVVIS COMMUNICATIONS CORPORATION

By: /s/ Steven M. Gallant  
-----  
Printed Name: Steven M. Gallant  
-----  
Title: Vice President, General Counsel  
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STATE OF MISSOURI                                 )  
  ) SS.  
COUNTY OF JEFFERSON                            )

On this 11th day of May, 2001, before me appeared Steven M. Gallant, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President, General Counsel of Savvis Communications Corporation, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Steven M. Gallant acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)   /s/ Cheryl L. Butcher  
  -----  
  Notary Public  
  
My term expires October 11, 2001.

EXHIBIT A

Land

Lot 1 of Mallinckrodt HQ Campus according to the plat thereof  
recorded in Plat Book 347 page 548 of the St. Louis County Records.

EXHIBIT B

- o Amended and Restated Credit Agreement, dated as of September 5, 2000, by and among the Registrant, as guarantor, SAVVIS Communications Corporation, a Missouri corporation, as borrower, and Nortel Networks Inc., as administrative agent, and the lenders named therein;
- o Pledge Agreement, dated as of September 5, 2000, by and between the Registrant and Nortel Networks Inc., as administrative agent for the lenders;
- o Amended and Restated Pledge and Security Agreement, dated as of September 5, 2000, by and between SAVVIS Communications Corporation, a Missouri corporation and Nortel Networks Inc., as administrative agent for the lenders;
- o Pledge and Security Agreement, dated as of September 5, 2000, by and between Global Network Assets, LLC and Nortel Networks Inc., as administrative agent for the lenders;
- o Amended and Restated Guaranty Agreement, dated as of September 5, 2000, delivered by the Registrant to and in favor of Nortel Networks Inc., as administrative agent for itself and the other lenders;
- o Amended and Restated Guaranty Agreement, dated as of September 5, 2000, delivered by Global Network Assets, LLC to and in favor of Nortel Networks Inc., as administrative agent for itself and the other lenders.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THAT ACT OR, IN THE OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE CORPORATION, AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"): (1) THE ISSUE PRICE IS THE NOTE'S STATED PRINCIPAL AMOUNT; (2) THE ISSUE DATE IS MAY 16, 2001; (3) THE YIELD TO MATURITY (COMPOUNDED QUARTERLY) IS 12%; AND (4) THE AMOUNT OF THE ORIGINAL ISSUE DISCOUNT IS \$5,953,333.30 (NOT INCLUDING ANY OID WITH RESPECT TO ADDITIONAL NOTES ISSUED IN LIEU OF CASH INTEREST PAYMENTS).

SAVVIS COMMUNICATIONS CORPORATION

12% Convertible Senior Secured Note  
due May 1, 2005

Registered S-01  
\$10,000,000.00

New York, New York  
May 16, 2001

SAVVIS COMMUNICATIONS CORPORATION, a Delaware corporation (hereinafter called the "Corporation"), for value received, hereby promises to pay Reuters Holdings Switzerland SA, or registered assigns (the "Holder"), the principal sum of TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00), in a single installment on May 1, 2005 (the "Maturity Date"), or the next preceding Business Day (as defined below) with interest (computed on the basis of a 360-day year) from the date hereof on the unpaid principal amount hereof. Such interest shall accrue at the rate of 12% per annum, compounded on a quarterly basis, payable on the first day of February, May, August and November of each year (each such day being an "Interest Payment Date") commencing on August 1, 2001, by, at the option of the Corporation, (i) the payment of cash to the Holder or, (ii) until August 1, 2004, the issuance of an additional Note or Notes (each a "PIK Note") by the Corporation in favor of the Holder, in substantially the form hereof, in a principal amount equal to the interest payable to such holder on such Interest Payment Date, until the principal amount hereof shall have become due and payable, whether at maturity or by acceleration or otherwise, and thereafter at the rate of 14% per annum on any overdue principal amount and (to the extent permitted by applicable law) on any overdue interest until paid.

The payment of principal and interest on this Note shall be in such currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts.

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If for any reason one or more PIK Notes shall not be delivered in accordance herewith, interest on the unpaid principal of each PIK Note shall accrue from the Interest Payment Date in respect of which such PIK Note should have been issued until repayment in cash of the principal and payment in cash of all accrued interest in full. Interest shall accrue on this Note such that the aggregate interest due and payable on the Maturity Date and on each Interest Payment Date would be the same as if all PIK Notes not issued had been issued in accordance with the terms of this Note, and the principal payable on the Maturity Date with respect to this Note shall be an amount equal to the sum of the principal outstanding hereunder and the aggregate principal which would be outstanding if the PIK Notes not issued had been issued in accordance with the terms of this Note.

For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday under the laws of the State of New York.

1. NOTES AND SECURITY. This Note is issued pursuant to the Securities Purchase Agreement, dated as of May 16, 2001 (the "Purchase Agreement"), by and between the Corporation and Reuters Holdings Switzerland SA, a societe anonyme organized under the laws of Switzerland, providing for, among other things, the issuance of 12% Convertible Senior Secured Notes due May 1, 2005 in the aggregate principal amount not to exceed \$45,000,000 (such 12% Convertible Senior Secured Notes are referred to herein collectively as the "Notes"). All payments of principal and interest on this Note shall be secured pursuant to the terms of that certain Missouri Future Advance Deed of Trust and Security Agreement, dated as of May 11, 2001, as amended or supplemented from time to time between the Corporation's subsidiary, Savvis Communications Corporation, a Missouri corporation, and the other parties thereto. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

2. TRANSFER OR EXCHANGE OF NOTES. The Corporation shall keep at its office or agency maintained as provided in subsection (a) of Section 9 a register in which the Corporation shall provide for the registration of Notes and for the registration of transfer and exchange of Notes. The holder of this Note may, at its option, and either in person or by duly authorized attorney, surrender the same for registration of transfer or exchange at the office or agency of the Corporation maintained as provided in subsection (a) of Section 9, and, without expense to such holder (except for taxes or governmental charges imposed in connection therewith), receive in exchange therefore a Note or Notes in such denomination or denominations as such holder may request (but in any event in denominations of not less than \$1,000 principal amount, dated as of the date to which interest has been paid on the Note or Notes so surrendered for transfer or exchange, for the same aggregate principal amount as the then unpaid principal amount of the Note or Notes so surrendered for transfer or exchange, and registered in the name of such person or persons as may be designated by such holder. Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed, or shall be accompanied by a written instrument of transfer, satisfactory in form to the Corporation, duly

executed by the holder of such Note or his attorney, duly authorized in writing. Every Note so made and delivered in exchange for this Note shall in all other respects be in the same form and have the same terms as this Note. No transfer

or exchange of any Note shall be valid unless made in the foregoing manner at such office or agency.

3. LOSS, THEFT, DESTRUCTION OR MUTILATION OF NOTE. Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Note, and, in the case of any such loss, theft or destruction, upon receipt of an affidavit of loss from the holder hereof reasonably satisfactory to the Corporation, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Corporation will make and deliver, in lieu of this Note, a new Note of like tenor and unpaid principal amount and dated as of the date to which interest has been paid on this Note.

4. PERSONS DEEMED OWNERS; HOLDERS. The Corporation may deem and treat the person in whose name any Note is registered as the owner and holder of such Note for the purpose of receiving payment of principal and premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note shall be overdue. With respect to any Note at any time outstanding, the term "holder," as used herein, shall be deemed to mean the person in whose name such Note is registered as aforesaid at such time.

5. EARLY REDEMPTION.

(a) Upon Change of Control. The Corporation shall notify the Holder at least 10 business days prior to a record date of a transaction which would result in a Change of Control (as defined below) of the Corporation. Upon receipt of such notice, the Holder shall have the right to require the Corporation (i) to redeem any or all of this Note, including the PIK Notes (as defined below), at a cash price equal to 100% of the principal amount of this Note, plus all accrued and unpaid interest and the Applicable Premium Amount (as defined below) as of the effective date of the Change of Control, or (ii) to convert the principal amount of any or all of this Note (at the Holder's option), including the PIK Notes and the Applicable Premium Amount (as defined below), into shares of Common Stock, determined by dividing the aggregate principal amount of this Note to be converted by the Common Stock Conversion Price, with the proportional value of any fractional shares resulting therefrom paid by the Corporation in cash to the Purchaser.

(b) Optional Prepayment by the Corporation. From and after the first anniversary of the final Closing, the Corporation shall have the right to prepay the entire principal amount, and only the entire principal amount, of the Note, with all accrued and unpaid interest to the date of prepayment, at any time without premium or penalty, upon at least 10 Business Days' notice of the date of prepayment. The Holder shall have the right at any time prior to the third business day prior to date of prepayment to convert this Note pursuant to Section 15 hereof.

(c) Certain Definitions. As used herein, the following terms shall have the following meanings:

"Applicable Premium Amount" shall mean, with respect to this Note, as of any specified date prior to May 1, 2005, an amount equal to the interest that would have accrued on the outstanding principal amount of this Note during the period beginning on such date fixed and ending on May 1, 2005.

"Change of Control" shall mean the consummation by the Corporation of (x) a merger or consolidation with or into any other entity (other than a merger or consolidation in which (1) at least 50% of the voting capital stock of the Corporation (or the surviving or resulting entity, if other than the Corporation) outstanding immediately after the effective date of such merger is owned of record or beneficially by persons who owned voting capital stock of the Corporation immediately prior to such merger or consolidation and in substantially the same proportions in which such stock was held immediately prior to such merger or consolidation and such persons continue to have the right to elect a majority of the Board of Directors of the Corporation, (2) immediately after the effective date of such merger or consolidation a majority of the seats on the Corporation's Board of Directors are held by persons who were directors of the Corporation immediately prior to such effective date, and (3) no Event of Default shall have occurred as a result of the consummation thereof), or (y) any sale, lease or other disposal of all or substantially all of its assets and properties as an entirety in a single transaction or series of related transactions to an unaffiliated third party purchaser or purchasers, or (z) a transaction or series of related transactions in which a majority of the outstanding capital stock of the Corporation shall be acquired by an unaffiliated third party or parties.

6. NOTICE OF PREPAYMENT AND OTHER NOTICES. The Corporation shall give written notice of any prepayment of this Note pursuant to Section 5 not less than 10 days prior to the date fixed for such prepayment. Such notice shall include a reasonably-detailed description of the consideration, if any, to be received by holders of Common Stock in connection with the related Change of Control and a calculation of the Applicable Premium Amount to be paid in respect of such prepayment. Such notice of prepayment and all other notices to be given to any holder of this Note shall be given by registered or certified mail to the person in whose name this Note is registered at its address designated on the register maintained by the Corporation on the date of mailing such notice of prepayment or other notice. Unless the holder elects prior to such date fixed for prepayment to convert this Note pursuant to Section 15 hereof, upon notice of prepayment being given as aforesaid, the Corporation covenants and agrees that it will prepay, on the date therein fixed for prepayment, the entire principal amount hereof together with interest accrued hereon and Applicable Premium Amount hereon to the date fixed for such prepayment. Notwithstanding the foregoing, any such notice may specify that the obligation to make such prepayment is conditional upon the closing of the transaction requiring such prepayment, and, unless a notice of conversion delivered pursuant to Section 15 states to the contrary, any notice of conversion given while such a transaction is pending shall also be conditional upon the closing of such transaction, and no prepayment shall be required and no conversion shall be effected, unless and until such transaction is consummated.

7. INTEREST AND PREMIUM AFTER DATE FIXED FOR PREPAYMENT. If this Note is to be prepaid pursuant to Section 5 hereof, this Note shall (unless the provisions of the last sentence of Section 6 become applicable) cease to bear interest on and after the date fixed for such prepayment unless, upon presentation for the purpose, the Corporation shall fail to pay this Note, in which event the principal amount of this Note, and, so far as may be lawful, any overdue installment of interest or overdue Applicable Premium Amount, shall bear interest on and after the date fixed for such prepayment and until paid at the rate per annum provided herein for overdue principal.

8. SURRENDER OF NOTES; NOTATION THEREON. As a condition to obtaining any payment of or receiving any shares issuable upon the conversion of all or any portion of the principal amount of this Note, the Corporation may require the holder hereof to surrender this Note, and in such event the Corporation will execute and deliver at the expense of the Corporation, upon such surrender, a new Note registered in the name of such person or persons as may be designated by such holder for the principal amount of this Note then remaining unpaid and not converted pursuant to Section 15 hereof, dated as of the date to which interest has been paid on the principal amount of this Note then remaining unpaid, or may require the holder to present this Note to the Corporation for notation hereon of the conversion of the portion of the principal amount of this Note so converted.

9. AFFIRMATIVE COVENANTS. The Corporation covenants and agrees that, so long as any Note shall be outstanding:

(a) Maintenance of Office. The Corporation will maintain an office or agency in Herndon, Virginia (or such other place in the United States of America as the Corporation may designate in writing to the registered holder hereof), where the Notes may be presented for registration of transfer and for exchange as herein provided, where notices and demands to or upon the Corporation in respect of the Notes may be served and where, at the option of the holders thereof, the Notes may be presented for payment. Until the Corporation otherwise notifies the holders of the Notes, said office shall be the principal office of the Corporation in Herndon, Virginia.

(b) Payment of Taxes. The Corporation will promptly pay and discharge or cause to be paid and discharged, before the same shall become in default, all lawful taxes and assessments imposed upon the Corporation or any subsidiary or upon the income and profits of the Corporation or any subsidiary, or upon any property, real, personal or mixed, belonging to the Corporation or any subsidiary, or upon any part thereof by the United States or any State thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, would become a lien or charge upon such property or any part thereof; provided, however, that the Corporation shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim (i) so long as both (x) the Corporation has set aside adequate reserves for such tax, assessment, charge, levy or claim and (y) the Corporation shall be contesting the validity thereof in good faith by appropriate proceedings or the Corporation shall, in its good faith judgment, deem the validity thereof to be questionable and the party to whom such tax,



assessment, charge, levy or claim is allegedly owed shall not have made written demand for the payment thereof or (ii) where the failure to pay or discharge would not have a material adverse effect on the properties, assets, financial condition, operating results, business or prospects of the Corporation and its subsidiaries, taken as a whole (a "Material Adverse Effect").

(c) Corporate Existence. The Corporation will do or cause to be done all things necessary and lawful to preserve and keep in full force and effect its corporate existence, rights and franchises under the laws of the United States or any State thereof; provided, however, that nothing in this subsection (c) shall prevent a consolidation or merger of, or a sale, transfer or disposition of all or any substantial part of the property and assets of, the Corporation, or the abandonment or termination of any rights or franchises of the Corporation, if such abandonment or termination is, in the good faith business judgment of the Corporation, in the best interests of the Corporation or would not have a Material Adverse Effect.

(d) Maintenance of Property. The Corporation will at all times maintain and keep, or cause to be maintained and kept, in good repair, working order and condition all significant properties of the Corporation used in the conduct of the business of the Corporation, and will from time to time make or cause to be made all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this subsection (d) shall require the making of any repair or renewal or the continuance of the operation and maintenance of any property or the retention of any assets, if such action (or inaction) is, in the good faith business judgment of the Corporation, in the best interests of the Corporation or would not have a Material Adverse Effect.

(e) Insurance. The Corporation will keep adequately insured, by financially sound and reputable insurers, all property of a character usually insured by corporations engaged in the same or a similar business similarly situated against loss or damage of the kinds customarily insured against by such corporations and carry, with financially sound and reputable insurers, such other insurance (including, without limitation, liability insurance) in such amounts as are available at reasonable expense and to the extent believed necessary in the good faith business judgment of the Corporation.

(f) Keeping of Books. The Corporation will at all times keep proper books of record and account in which proper entries will be made of its transactions in accordance with generally accepted accounting principles consistently applied.

(g) Notice of Default. If any one or more events which constitute, or which with notice or lapse of time or both would constitute, an Event of Default under Section 11 shall occur, or if the holder of any Note shall demand payment or take any other action permitted upon the occurrence of any such Event of Default, the Corporation shall immediately after it becomes aware that any such event would with or without notice or lapse of time or both

constitute such an Event or that such demand has been made or that any such action has been taken, give notice to the holder of this Note, specifying the nature of such event or of such demand or action, as the case may be; provided, however, that if such event, in the good faith judgment of the Corporation, will be cured within ten Business Days after the Corporation has knowledge that such event would, with or without notice or lapse of time or both, constitute such an Event of Default, no such notice need be given if such Event of Default shall be cured within such ten-day period.

(h) Information Covenants. The Corporation will furnish each Holder:

(i) Annual Financial Statements. As soon as available, and in any event within 90 days after the close of each fiscal year of the Corporation, a consolidated balance sheet and income statement of the Corporation, as of the end of such fiscal year, together with related consolidated statements of operations and retained earnings and of cash flows for such fiscal year, setting forth in comparative form consolidated figures for the preceding fiscal year, all such financial information described above to be in reasonable form and detail and audited by independent certified public accountants of recognized national standing and whose opinion shall be to the effect that such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") (except for changes with which such accountants concur) and shall not be limited as to the scope of the audit or qualified as to the status of the Corporation as a going concern;

(ii) Quarterly Financial Statements. As soon as available, and in any event within 45 days after the close of each of the first three fiscal quarters of each fiscal year of the Corporation, a consolidated balance sheet and income statement of the Corporation, as of the end of such fiscal quarter, together with related consolidated statements of operations and retained earnings and of cash flows for such fiscal quarter, in each case setting forth in comparative form consolidated figures for the corresponding period of the preceding fiscal year or the end of the fiscal year, as presented by the Corporation in the Company SEC Filings, all such financial information described above to be in reasonable form and detail, and accompanied by a certificate of an executive officer of the Corporation to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Corporation and have been prepared in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments;

(iii) Monthly Financial Information. A consolidated balance sheet and income statement of the Corporation as of the end of each month, together with related consolidated statements of cash flow, by the twentieth (20th) calendar day of each fiscal month, with respect to the preceding fiscal month; provided, however, at the end of each of the first three fiscal quarters of the fiscal year, the Corporation shall provide such consolidated balance sheet, income statement and statement of cash flow by the forty-fifth (45th) calendar day after the end of such fiscal quarter; and provided further, at the end of the fourth fiscal quarter of such fiscal year, the Corporation shall provide such consolidated statements by the ninetieth (90th) calendar day after the end of the fiscal year. The monthly financial statements shall be accompanied by a certificate of an executive officer of the Corporation to the effect that such

monthly financial statements fairly present in all material respects the financial condition of the Corporation and have been prepared in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments;

(iv) Annual Business Plan and Budgets. No later than the twenty-fifth (25th) calendar day prior to the end of each fiscal year of the Corporation, an annual business forecast of the Corporation containing, among other things, projected financial statements for the next fiscal year, financial and operating budgets and cash flow projections on a monthly basis (collectively, the "Annual Budget"); together with appropriate supporting details; as soon as possible, but in no event later than forty-five (45) days after the close of each of the first three fiscal quarters and ninety (90) days after the close of each fiscal year, a statement in which the actual results of such fiscal quarter are compared with the most recent forecasts for such fiscal quarter; and as soon as available, any material revisions to the Annual Budget;

(v) Reports. Promptly upon transmission or receipt thereof, copies of any filings and registrations with, and reports to or from, the Securities and Exchange Commission, or any successor agency, and copies of all financial statements, proxy statements, notices and reports as the Corporation shall send to its shareholders or to a holder of any indebtedness owed by the Corporation in its capacity as such a holder; provided, however, that notwithstanding the foregoing, the Corporation will not furnish to any Holder any material non-public information regarding the Corporation unless such Holder shall have signed a confidentiality agreement reasonably acceptable to the Corporation agreeing to maintain such information confidential and to refrain from trading in the Common Stock until the Corporation has advised such Holder, or such Holder otherwise discovers, that such information has ceased to be material or has been disclosed to the public.

10. MODIFICATION BY HOLDERS; WAIVER. The Corporation may, with the written consent of the holders of not less than 66 2/3% in principal amount of the Notes then outstanding, modify the terms and provisions of the Notes or the rights of the holders of the Notes or the obligations of the Corporation thereunder, and the observance by the Corporation of any term or provision of the Notes may be waived with the written consent of the holders of not less than 66 2/3% in principal amount of the Notes then outstanding; provided, however, that no such modification or waiver shall:

(a) change the maturity of any Note or reduce the principal amount thereof or reduce the rate or extend the time of payment of interest thereon or reduce the amount or change the time of payment of premium payable on any prepayment thereof without the consent of the holder of each Note so affected; or

(b) give any Note any preference over any other Note; or

(c) reduce the applicable aforesaid percentages of Notes, the consent of the holders of which is required for any such modification.

Any such modification or waiver shall apply equally to all the holders of the Notes and shall be binding upon them, upon each future holder of any Note and upon the Corporation, whether or not such Note shall have been marked to indicate such modification or waiver, but any Note issued thereafter shall bear a notation referring to any such modification or waiver. Promptly after obtaining the written consent of the holders as herein provided, the Corporation shall transmit a copy of such modification or waiver to all the holders of the Notes at the time outstanding.

11. EVENTS OF DEFAULT. If any one or more of the following events, herein called "Events of Default," shall occur, for any reason whatsoever, and whether such occurrence shall, on the part of the Corporation, be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of a court of competent jurisdiction or any order, rule or regulation of any administrative or other governmental authority and such Event of Default shall be continuing:

(a) default shall be made in the payment of the principal of any Note or the premium thereon, if any, when and as the same shall become due and payable, whether at maturity or at a date fixed for prepayment or by acceleration or otherwise; or

(b) default shall be made in the payment of any installment of interest on any Note according to its terms when and as the same shall become due and payable and such default shall continue for a period of 15 days; or

(c) (i) commencement of a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (ii) filing a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up or composition for adjustment of debts, (iii) consenting to or failing to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (iv) applying for or consenting to, or failing to contest to, in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admitting in writing its inability to pay its debts as they become due, (vi) making a general assignment for the benefit of creditors, or (vii) taking any corporate action for the purpose of authorizing any of the foregoing; or

(d) the entry of a decree or order by any court of competent jurisdiction in respect of the Corporation or any material subsidiary granting (i) relief in any involuntary case under the federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or (ii) appointment of a trustee, receiver, custodian, liquidator or the like for the Corporation or any material subsidiary or for all or any substantial part of their respective assets, domestic or foreign, and

such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive days; or

(e) (i) a default by the Corporation in any material respect shall have occurred in any covenant to which the Corporation is subject in the Purchase Agreement or any Ancillary Document (as defined in the Purchase Agreement) or (ii) a payment default (other than any payment defaults disclosed in the Purchase Agreement including those payment defaults related to agreements with which the Company is a party with Nortel Networks Inc. or General Electric Capital Corporation (the "Specified Defaults")), provided, that such Specified Defaults are waived within 10 days of the date hereof (or such later date as the Network Services Term Sheet is executed) and then only for so long as such waivers shall be in effect) shall have occurred or acceleration of the payment of the indebtedness (other than acceleration solely in response to any events of default disclosed in the Purchase Agreement) shall have been commenced under any agreement or document evidencing indebtedness of the Corporation;

then, the holder or holders of at least a majority in aggregate principal amount of the Notes at the time outstanding may, at its or their option, by written notice to the Corporation, declare all the Notes to be, and all the Notes shall thereupon be and become, forthwith due and payable together with interest accrued thereon without presentment, demand, protest or further notice of any kind, all of which are expressly waived to the extent permitted by law; provided, however, that, upon the occurrence and during the continuance of any of the events specified in subsections (a) or (b) of this Section 11, the holder of any Note at the time outstanding may, at its option by notice in writing to the Corporation, declare any Note or Notes then held by it to be, and such Note or Notes shall thereupon be and become, forthwith due and payable together with interest accrued thereon without presentment, demand, protest or further notice of any kind, all of which are expressly waived to the extent permitted by law. Notwithstanding the foregoing, nothing in this Section 11 shall impair the right of the holder of this Note to convert all or any portion of this Note into Common Stock in accordance with the provisions of Section 15 hereof.

At any time after any declaration of acceleration has been made as provided in this Section 11, the holders of at least 66-2/3% in principal amount of the Notes then outstanding may, by notice to the Corporation, rescind such declaration and its consequences if the Corporation has paid all overdue installments of interest on the Notes and all principal (and premium, if any) that has become due otherwise than by such declaration of acceleration; and all other defaults and Events of Default (other than nonpayments of principal and interest that have become due solely by reason of acceleration) shall have been remedied or cured or shall have been waived pursuant to this paragraph; provided, however, that no such rescission shall extend to or affect any subsequent default or Event of Default or impair any right consequent thereon.

Without limiting the foregoing, the Corporation hereby waives any right to trial by jury in any legal proceeding related in any way to this Note or the Notes and agrees that any such proceeding may, if the holder so elects, be brought and enforced in any state or, if applicable federal court, located in New York City in the Borough of Manhattan and the Corporation hereby

waives any objection to jurisdiction or venue in any such proceeding commenced in such court. The Corporation further agrees that any process required to be served on it for purposes of any such proceeding may be served on it, with the same effect as personal service on it within the State of Delaware, by registered mail addressed to it at its office or agency set forth in Section 19 for purposes of notices hereunder.

12. SUITS FOR ENFORCEMENT. In case any one or more of the Events of Default specified in Section 11 of this Note shall happen and be continuing, the holder of this Note may proceed to protect and enforce its rights by suit in equity, action at law and/or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or may proceed to enforce the payment of this Note or to enforce any other legal or equitable right of the holder of this Note.

In case of any default under any Note, the Corporation will pay to the holder thereof such amounts as shall be sufficient to cover the out-of-pocket costs and expenses of such holder due to said default, including, without limitation, collection costs and reasonable attorneys' fees, to the extent actually incurred.

13. REMEDIES CUMULATIVE. No remedy herein conferred upon the holder of this Note is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

14. REMEDIES NOT WAIVED. No course of dealing between the Corporation and the holders of this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of any right of any holder of this Note.

15. CONVERSION.

(a) Conversion of this Note into Common Stock. All or a portion of the principal amount of this Note shall, at any time and at the option of the Holder, be convertible into a number of shares of Common Stock, calculated by dividing the portion of the principal amount of such Notes to be converted (together with any accrued and unpaid interest on such portion of the principal amount) by \$1.35 (subject to equitable adjustment for stock splits, stock dividends, recapitalizations, reorganizations or other similar events, the "Common Stock Conversion Price" or "Conversion Price") with the proportional value of any fractional shares resulting therefrom paid by the Corporation in cash to the Holder upon conversion. The Holder will give the Corporation at least 10 business days notice of its intention to convert all or a portion of the principal amount of the Notes into Common Stock, except if such conversion follows a notice of prepayment pursuant to Section 5(b) hereof. The Corporation shall present and deliver certificates evidencing the proper number of shares of Common Stock to the Holder, in such denominations and in such name or names as the Holder may designate by notice to the Corporation, to each Holder, at a time and place mutually agreeable to the Holder and the Corporation, in exchange for

delivery of this Note to the Corporation. Upon receipt of this Note in exchange for such certificate or certificates of Common Stock, the Corporation shall cancel and destroy this Note, and this Note shall thereafter be null, void and of no effect. If any of the principal amount of Note tendered to the Corporation pursuant to this Section 15(a) shall remain unconverted and outstanding following the issuance of such Common Stock, the Corporation shall execute and deliver to the Holder at the same time and in the same manner as the certificate evidencing such Holder's Common Stock is delivered, a replacement note that shall be identical in all respects as this Note, except that the principal amount shall be reduced by the principal amount of this Note converted to Common Stock. If this Note has been issued pursuant to a Funding Request that is delivered after the automatic conversion of a previously-issued Note pursuant to Section 1.04(b) thereof, it shall be convertible into Purchaser Conversion Preferred (as defined below).

(b) Automatic Conversion of this Note into Preferred Stock. Simultaneous with the Corporation raising an aggregate of \$50,000,000 (the "Conversion Amount") in cash through the issuance of convertible preferred stock prior to the Maturity Date, excluding the Notes and PIK Notes, but including shares issued upon conversion of up to \$20,000,000 aggregate principal amount of the Corporation's 10% Convertible Senior Secured Notes due February 20, 2006 issued to affiliates of Welsh, Carson, Anderson & Stowe ("Welsh Carson") (excluding any notes issued to Welsh Carson in kind for interest on such notes), all of the principal amount of this Note, together with any PIK Notes, Notes then-payable in kind for accrued and unpaid interest as of such date and Notes to be purchased on such date by the Purchaser, subject to satisfaction of all applicable conditions set forth in Section 6.02 of the Purchase Agreement, at a special Closing on such date with a Purchase Price equal to the difference between \$30,000,000 and the aggregate Purchase Price paid by the Purchaser pursuant to all Closings completed pursuant to this Agreement as of such date pursuant to the terms of the Purchase Agreement (collectively, the "Purchaser Conversion Notes"), shall be converted into a number of shares of convertible preferred stock ("Purchaser Conversion Preferred") having the same rights, preferences, privileges and restrictions as shares issued (the "Recent Equity Financing Shares") pursuant to the Corporation's most recent preferred stock financing (the "Recent Equity Financing"), except that the initial conversion price of such Purchaser Conversion Preferred shall be the lesser of (i) the initial conversion price of the Recent Equity Financing Shares, (ii) the initial conversion price of shares issued pursuant to any financing which comprises a portion of the Conversion Amount (excluding shares issued upon conversion of the notes previously issued to Welsh Carson referred to above), and (iii) the Common Stock Conversion Price. The Purchaser Conversion Preferred shall be of the same class, but separate series, as the Recent Equity Financing Shares. The proportional value of any fractional shares resulting from the issuance of Purchaser Conversion Preferred shall be paid by the Corporation in cash to the Purchaser. Notwithstanding the foregoing, the following actions by the Corporation shall not be aggregated in calculating the Conversion Amount: (i) the issuance of any shares of Common Stock pursuant to a stock option plan approved by the Corporation's Board of Directors, (ii) the issuance of stock, warrants or other securities or rights to persons or entities with which the Corporation has bona fide business relationships provided such issuances are for other than primarily equity financing purposes, provided that in any such case

(involving the foregoing clauses (i) or (ii)) such issuance has been approved by a majority of the members of the Corporation's Board of Directors. The Corporation will provide the Holder with at least 10 business days notice in advance of an expected closing of an equity financing which will result in the raising of the Conversion Amount, noting the time and place of such event. The Corporation shall present and deliver certificates evidencing the proper number of Recent Equity Financing Shares to the Holder, in such denominations and in such name or names as the Holder may designate by notice to the Corporation, to the Holder at the closing of the Recent Equity Financing in exchange for delivery of this Note to the Corporation. Upon receipt of this Note in exchange for such certificate or certificates of stock evidencing the proper number of Recent Equity Financing Shares, the Corporation shall cancel and destroy this Note or Notes, and this Note or Notes shall thereafter be null, void and of no effect.

(c) Conversion Prior to Optional Prepayment. In the event the holder of this Note receives a notice from the Corporation in accordance with Section 5(b) that the Corporation intends to optionally prepay the Note, the holder of this Note shall have the option, prior to the consummation of such prepayment, to convert all or portion of the unpaid principal amount of this Note together with a corresponding portion of the accrued interest hereon into shares of Common Stock in accordance with the terms of paragraph (a) above. The holder shall exercise such right of conversion by giving written notice to the Corporation in accordance with paragraph (a) above prior to the date of such prepayment referred to in the Corporation's notice to the holder in accordance with Section 6.

(d) Issuance of Certificates; Time Conversion Effected. Promptly after (i) the receipt of the written notice referred to in paragraph (a) above or (ii) the occurrence of the events described in paragraph (b) above, as the case may be, and surrender of this Note, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock or preferred stock, as the case may be, issuable upon the conversion of such unpaid principal amount of this Note together with interest and any Applicable Premium Amount. To the extent permitted by law, such conversion shall be deemed to have been effected as of the close of business on the date on which this Note shall have been surrendered as aforesaid, and at such time the rights of the holder of this Note, to the extent of the principal amount thereof and any other amounts to be converted, shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock, or preferred stock, as the case may be, shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

(e) Fractional Shares; Dividends; Partial Conversion. No fractional shares shall be issued upon conversion of the principal amount of this Note or any portion thereof, and no payment or adjustment shall be made upon any conversion on account of any cash dividends on the Common Stock issued upon such conversion. In case of the conversion of only a portion of the unpaid principal amount of this Note, the holder hereof, at its option, may require the Corporation to execute and deliver at the expense of the Corporation (other than



for transfer taxes, if any), upon surrender of this Note, a new Note registered in the name of such person or persons as may be designated by such holder for the principal amount of this Note then remaining unpaid, dated as of the date to which interest has been paid on the principal amount of this Note then remaining unpaid, or may present this Note to the Corporation for notation hereon of the payment of the portion of the principal amount of this Note so converted. If any fractional interest in a share of Common Stock or preferred stock, as the case may be, would, except for the provisions of the first sentence of this paragraph (e), be deliverable upon any such conversion, the Corporation, in lieu of delivering the fractional share thereof, shall pay to the holder surrendering this Note for conversion an amount in cash equal to such fractional interest multiplied by the Conversion Price then in effect.

(f) Adjustment of Conversion Price upon Issuance of Common Shares. If and whenever the Corporation shall issue or sell, or is in accordance with subparagraphs (i) through (vii) deemed to have issued or sold, any shares of its Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Conversion Price shall be reduced to the price (calculated to the nearest cent) determined by dividing (x) an amount equal to the sum of (1) the number of shares of Common Stock outstanding immediately prior to such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Notes) multiplied by the then existing Conversion Price, and (2) the consideration, if any, received by the Corporation upon such issue or sale, by (y) the total number of shares of Common Stock outstanding immediately after such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Notes).

No adjustment of the Conversion Price, however, shall be made in an amount less than \$.01 per share, and any such lesser adjustment shall be carried forward and shall be made at the time and together with the next subsequent adjustment which together with any adjustments so carried forward shall amount to \$.01 per share or more.

For purposes of this subparagraph (f), the following subparagraphs (i) to (vii) shall also be applicable:

(i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or securities convertible into or exchangeable for Common Stock (such rights or options being herein called "Options" and such convertible or exchangeable stock or securities being herein called "Convertible Securities") whether or not such Options, or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities (determined by dividing (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the

exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of the Conversion Price shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities. If at the end of the period during which such Options or Convertible Securities are exercisable not all Options or Convertible Securities shall have been exercised or converted, the adjusted Conversion Price shall be immediately readjusted to what it would have been based upon the number of additional shares of Common Stock actually issued in respect of such Options and Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (x) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that (1) except as otherwise provided in subparagraph (iii) below, no adjustment of the Conversion Price shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issue or sale of such Convertible Securities is made upon exercise of any Option to purchase any such Convertible Securities for which adjustments of the Conversion Price have been or are to be made pursuant to other provisions of this paragraph (f), no further adjustment of the Conversion Price shall be made by reason of such issue or sale. If at the end of the period during which such Convertible Securities are convertible not all Convertible Securities shall have been converted, the adjusted Conversion Price shall be immediately

readjusted to what it would have been based upon the number of additional shares of Common Stock actually issued in respect of such Convertible Securities.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which any Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Stock shall change at any time (other than under or by reason of provisions designed to protect against dilution), the Conversion Price in effect at the time of such event shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; and on the expiration of any such Option or termination of any such right to convert or exchange such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued, and the Common Stock issuable thereunder shall no longer be deemed to be outstanding. If the purchase price provided for in any such Option referred to in subparagraph (i) or the rate at which any Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Stock shall be reduced at any time under or by reason of provisions with respect thereto designed to protect against dilution, then, in case of the delivery of Common Stock upon the exercise of any such Option or upon conversion or exchange of any such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be adjusted to such respective amount as would have been obtained had such Option or Convertible Securities never been issued as to such Common Stock and had adjustments been made upon the issuance of the shares of Common Stock delivered as aforesaid, but only if as a result of such adjustment the Conversion Price then in effect hereunder is thereby reduced.

(iv) Stock Dividends. Without duplication of the adjustment contemplated by clause (g) below, in case the Corporation shall declare a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration.

(v) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefore shall be deemed to be the amount received by the Corporation therefore, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of

Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued without consideration.

(vi) Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (x) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities, or (y) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any such shares shall be considered an issue or sale of Common Stock for the purposes of this paragraph (f).

Notwithstanding anything to the contrary contained in this paragraph (f), paragraph (f) is subject to the prior approval of the Corporation's shareholders, which the Corporation shall seek to obtain as promptly as practicable, if such shareholder approval would be required under the Marketplace Rules of the Nasdaq National Market (the "NASDAQ") if paragraph (f) were to otherwise operate in accordance with its terms, unless the NASDAQ has waived such requirement.

(g) Subdivision or Combination of Stock. In case the Corporation shall at any time declare a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock or subdivide its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding shares of Common Stock of the Corporation shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(h) Certain Issues of Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not make any adjustment of the Conversion Price in the case of (i) the issuance of shares of Common Stock upon conversion of Notes; (ii) the issuance of Options or shares of Common Stock to employees, directors or consultants of the Corporation or its subsidiaries,

either directly or pursuant to Options, pursuant to plans or arrangements approved by the Board of Directors (or Compensation Committee thereof) of the Corporation; (iii) the issuance of shares of Common Stock in respect of any Convertible Securities or Options issued by the Corporation prior to the date of this Note; or (iv) the issuance of shares of Common Stock in connection with any acquisition, merger, consolidation, or other business combination transaction.

(i) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a Note shall thereafter have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock of the Corporation immediately theretofore receivable upon the conversion of such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore so receivable had such reorganization or reclassification not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights (including an immediate adjustment, by reason of such reorganization or reclassification, of the Conversion Price to the value for the Common Stock reflected by the terms of such reorganization or reclassification if the value so reflected is less than the Conversion Price in effect immediately prior to such reorganization or reclassification). In the event of a merger or consolidation of the Corporation as a result of which a greater or lesser number of shares of Common Stock of the surviving corporation are issuable to holders of Common Stock of the Corporation outstanding immediately prior to such merger or consolidation, the Conversion Price in effect immediately prior to such merger or consolidation shall be adjusted in the same manner as though there were a subdivision or combination of the outstanding shares of Common Stock of the Corporation. The Corporation will not effect any such consolidation, merger, or any sale of all or substantially all of its assets or properties, unless prior to the consummation thereof the successor corporation or other entity (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing such assets shall assume, by written instrument executed and mailed or delivered to each holder of Notes at the last address of such holder appearing on the books of the Corporation, the obligation to deliver to such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to receive.

(j) Notice of Adjustment. Upon any adjustment of the Conversion Price, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, addressed to each holder of Notes at the address of such holder as set forth in the register maintained by the Corporation for the registration of transfer and exchange of Notes, which

notice shall state the Conversion Price resulting from such adjustment, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(k) Other Notices. In case at any time:

(i) the Corporation shall declare any dividend upon its Common Stock payable in cash or stock or make any other distribution to the holders of its Common Stock;

(ii) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(iii) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with, or a sale of all or substantially all its assets to, another corporation or other entity; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

then, in any one or more of said cases, the Corporation shall give, by first class mail, postage prepaid, addressed to each holder of Notes at the address of such holder as set forth in the register maintained by the Corporation for the registration of transfer and exchange of Notes, (A) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, and (B) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (A) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto, and such notice in accordance with the foregoing clause (B) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, as the case may be.

(l) Stock to Be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock or its treasury shares, solely for the purpose of issue upon the conversion of the Notes as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of the unpaid principal amount of all outstanding Notes. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action within its control as may be requisite to assure that the par value per share of the Common Stock is at all times equal to or less than the effective Conversion Price. The Corporation will take all such

action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirements of any national securities exchange upon which the Common Stock of the Corporation may be listed. The Corporation will not take any action which results in any adjustment of the Conversion Price if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Notes would exceed the total number of shares of Common Stock then authorized by the Corporation's Certificate of Incorporation.

(m) Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of the Notes shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Note the principal amount of which is being converted.

(n) Closing of Books. The Corporation will at no time close its transfer books against the transfer of any Note or of any shares of Common Stock issued or issuable upon the conversion of any Note in any manner which interferes with the timely conversion of such Note.

(o) Definition of Common Stock. As used in this Section 15, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, \$.01 par value, as constituted on the date hereof, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall not be limited to a fixed sum or percentage of par value in respect of the rights of the holders thereof to participate in dividends or in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

16. COVENANTS BIND SUCCESSORS AND ASSIGNS. All the covenants, stipulations, promises and agreements in this Note contained by or on behalf of the Corporation shall bind its successors and assigns, whether so expressed or not.

17. GOVERNING LAW. This Note shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

18. HEADINGS. The headings of the Sections and subsections of this Note are inserted for convenience only and do not constitute a part of this Note.

19. NOTICES. Any notice or other communications required or permitted hereunder shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class certified mail, postage prepaid, by nationally recognized overnight courier, or by facsimile addressed to such party at the address or facsimile number set forth below or such other address or facsimile number as may hereafter be designated in writing by the addressee to the addressor listing all parties:

if to the Corporation, to

SAVVIS Communications Corporation  
12851 Worldgate Drive  
Herndon, Virginia 20170  
Fax: (703) 234-8315  
Attention: Ms. Nancy Lysinger

with a copy to

SAVVIS Communication Corporation  
717 Office Parkway  
St. Louis, MO 63141  
Fax: (314) 468-7550  
Attention: Steven M. Gallant, Esq.

with a copy to

Hogan & Hartson L.L.P.  
885 Third Avenue, 26th Floor  
New York, New York 10022  
Fax: (212) 409-9801  
Attention: Christine M. Pallares, Esq.

if to the holder of this Note, to the address of such holder listed on Schedule I of the Purchase Agreement or such other address as the holder shall have provided to the Corporation in writing;

with a copy to

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Fax: (212) 310-8007  
Attention: David E. Zeltner, Esq.

or, in any case, at such other address or addresses as shall have been furnished in writing by such party to the other parties hereto. All such notices, requests, consents and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of mailing, on the fifth business day following the date of such mailing, (c) in the case of delivery by overnight courier, on the business day following the date of delivery to such courier, and (d) in the case of facsimile, when received.



IN WITNESS WHEREOF, SAVVIS Communications Corporation has caused this Note to be signed in its corporate name by one of its officers thereunto duly authorized and to be dated as of the day and year first above written.

SAVVIS COMMUNICATIONS CORPORATION

By /s/ Steven M. Gallant

-----  
Name: Steven M. Gallant  
Title: Vice President,  
General Counsel

May 16, 2001

Reuters Holdings Switzerland SA  
c/o Reuters America Inc.  
The Reuters Building  
Three Times Square- 20th Floor  
New York, New York 10036  
Attn: Mr. David Distel

Gentlemen:

Reference is made to the Securities Purchase Agreement of even date herewith (the "Securities Purchase Agreement"), by and between SAVVIS Communications Corporation (the "Corporation") and Reuters Holdings Switzerland SA (including its successors, assigns and affiliates, "Reuters"). Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Securities Purchase Agreement.

The Corporation agrees that, so long as Reuters is the holder of any Notes, Conversion Shares, Purchaser Conversion Preferred or common stock comprising or convertible into at least 5% of the outstanding voting stock of the Corporation, Reuters shall have the right to: (i) receive notice of all meetings of the Board of Directors of the Corporation (the "Board"), noting the time and place of each meeting, at the same time and in the same manner as notice is given to Directors, (ii) receive notice of all meetings of committees of the Board, noting the time and place of each meeting, at the same time and in the same manner as notice is given to members of such committees, (iii) designate an observer (as may be substituted or replaced by Reuters in its sole discretion) to attend all such meetings, in person or by telephone, and (iv) receive all reports, consents, materials and other information distributed to any Director of the Corporation. The Corporation shall reimburse Reuters for the Observer's reasonable travel expenses for transportation to and from meetings of the Board and Committees thereof. The Observer may be excused at the request of the majority of Directors present at any such meeting for discussions of sensitive information regarding commercial arrangements between the Corporation and Reuters or direct competitors of Reuters. The Observer may share any confidential information gained from presence at such meetings with the employees, officers, directors, attorneys and advisors of Reuters, each of whom have a need to know such information in the performance of their duties, but such information shall otherwise be kept confidential by Reuters and its representatives.

In addition, for so long as Reuters shall hold any Notes, Conversion Shares, Purchaser Conversion Preferred or common stock comprising or convertible into at least 5% of the outstanding voting stock of the Corporation, it shall have the right to nominate and elect such number of Directors of the Corporation, but no fewer than one Director, equal to the product of the percentage of the voting power of the Corporation held by Reuters on a fully-diluted, as-converted basis multiplied by the number of seats on the Board of Directors of the Corporation (rounded down to the nearest whole number).

Very truly yours,

SAVVIS Communications Corporation

By /s/ Steven M. Gallant

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Name: Steven M. Gallant  
Title: Vice President,  
General Counsel

## REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated as of May 16, 2001, by and between SAVVIS COMMUNICATIONS CORPORATION, a Delaware corporation (the "Company"), REUTERS HOLDINGS SWITZERLAND SA, a societe anonyme organized under the laws of Switzerland ("Reuters").

## W I T N E S S E T H:

WHEREAS, Reuters and Savvis are parties to a Securities Purchase Agreement, dated as of May 16, 2001 (the "Purchase Agreement"), pursuant to which Savvis desires to sell to Reuters, its successors and permitted assigns up to \$45,000,000 aggregate principal amount of 12% Convertible Senior Notes of Savvis convertible into a number of shares of common stock or convertible preferred stock determined in accordance with Section 15 thereof (the "Savvis Common Shares");

WHEREAS, in order to induce Reuters to enter into the Purchase Agreement and consummate the transactions contemplated thereby, Savvis has agreed to grant Reuters certain registration rights with respect to the Savvis Common Shares as set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"Commission" means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Exchange Act" means the Securities Exchange Act of 1934 or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Restricted Stock" means, at any time, the Savvis Common Shares and any shares of Savvis common stock issuable upon or issuable with respect to the Savvis Common Shares by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise, in each case only so long as such shares have not been sold to the public pursuant to an effective registration statement under, or pursuant to Rule 144 under, the Securities Act.

"Securities Act" means the Securities Act of 1933 (or any successor federal statute) and the rules and regulations of the Commission thereunder, as the same shall be in effect at the time.

"Transfer" means, with respect to any Restricted Stock, the sale, transfer, assignment, pledge, encumbrance, distribution or other disposition of such securities.

## SECTION 2. Transfers of Restricted Stock.

(a) Notice of Transfer. If Reuters shall Transfer any shares of Restricted Stock, notice of which Transfer is not otherwise required to be delivered to Savvis hereunder, then within three days following the consummation of such Transfer, Reuters shall deliver notice thereof to Savvis.

(b) Securities Law Compliance. Reuters agrees that it will not effect any Transfer of any shares of Restricted Stock unless such Transfer is made pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (and, in either case, in compliance with all applicable state securities laws). Savvis agrees, and Reuters understands and consents, that Savvis will not cause or permit the Transfer of any shares of Restricted Stock to be made on its books (or on any register of securities maintained on its behalf) unless the Transfer is permitted by, and has been made in accordance with, (x) the terms of this Agreement and (y) all applicable federal and state securities laws. Reuters agrees that in connection with any Transfer of Restricted Stock that is not made pursuant to a registered public offering, Savvis may request an opinion of legal counsel reasonably acceptable to Savvis (it being agreed that Weil, Gotshal & Manges LLP shall be satisfactory) stating that such transaction is exempt from registration under all applicable laws; provided, however, that no such opinion shall be required in the case of a transfer by Reuters to its affiliates or, if any such entity is a partnership or limited liability company, a transfer by Reuters or its affiliates to its partners or members.

(c) Securities Act Legend For Certificates. From and after the date hereof (and until such time as such securities have been sold to the public pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 or the holder of such securities shall have requested the issuance of new certificates in writing and delivered to Savvis an opinion of legal counsel reasonably acceptable to Savvis (it being agreed that Weil, Gotshal & Manges LLP shall be satisfactory), all certificates representing shares of Restricted Stock that are held by Reuters shall bear a legend which shall state the following:

"THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR ANY APPLICABLE STATE LAW, AND NO INTEREST HEREIN MAY BE OFFERED, SOLD, ASSIGNED, DISTRIBUTED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT THERETO UNDER SAID ACT

AND LAWS OR (B) SUCH TRANSACTION IS EXEMPT FROM SUCH REGISTRATION."

SECTION 3. Registration Rights.

(a) Demand Registration Rights. Subject to paragraph (j) below, if Savvis shall at any time be requested by Reuters, in a writing that states the number of shares of Restricted Stock to be sold and the intended method of disposition thereof (each such written request, a "Demand Notice"), to effect a registration under the Securities Act of all or any portion of the Restricted Stock then held by such requesting Reuters, Savvis shall use its reasonable best efforts to register under the Securities Act (each such

registration, a "Demand Registration"), for public sale in accordance with the method of disposition specified in such Demand Notice, the number of shares of Restricted Stock specified in such Demand Notice. Savvis shall not be obligated pursuant to this paragraph (a) to file and cause to become effective more than two Demand Registrations.

(b) Additional Short-Form Registration Rights. If Savvis becomes eligible to use Form S-3 or a successor form, Savvis shall use its reasonable best efforts to continue to qualify at all times for registration on Form S-3 or such successor form. Subject to paragraph (j) below, if (x) Savvis is eligible to register shares of Savvis Common Stock on Form S-3 or a successor form and (y) it is requested by Reuters, in a writing that states the number of shares of Restricted Stock to be sold and the intended method of disposition thereof (each such written request, a "Short Form Registration Notice"), to effect a registration on Form S-3 or such successor form (a "Short Form Registration") of all or any portion of the Restricted Stock then held by Reuters, Savvis shall use its reasonable best efforts to register on Form S-3 or such successor form, for public sale in accordance with the method of disposition specified in such Short Form Registration Notice, the number of shares of Restricted Stock specified therein within 30 days); provided, Reuters shall not have the right to request a Short Form Registration unless the proposed aggregate net proceeds (which shall be specified in the Short Form Registration Request delivered in connection therewith) exceeds \$5,000,000.

(c) Certain Provisions Relating to Required Registrations. Notwithstanding anything to the contrary contained in this Agreement, Savvis shall not be obligated to effect any registration under paragraph (a) or (b) above except in accordance with the following provisions:

(i) the obligations of Savvis under paragraph (a) or (b) above, as the case may be, to effect a registration shall be deemed satisfied only when a registration statement covering all of the shares of Restricted Stock specified in the applicable Demand Notice or Short Form Registration Notice, as the case may be, for sale in accordance with the intended method of disposition specified by Reuters, shall have become effective and, if such method of disposition is a firm commitment underwritten public offering, all such shares of Restricted Stock shall have been sold pursuant thereto;

(ii) so long as Savvis has provided written notice of a prior registration statement to Reuters in compliance with paragraph (d) below, Savvis shall not be obligated under paragraph (a) or (b) above to file and cause to become effective any registration statement so long as such prior registration statement (other than a registration statement on Form S-4 or Form S-8 promulgated under the Securities Act (or any successor forms thereto) or any other form not available for registering the Restricted Stock for sale to the public) pursuant to which shares of common stock of Savvis are to be (or were to be) sold to the public was filed prior to the delivery of the applicable Demand Notice or Short Form Registration Notice, as the case may be (and such prior registration statement has not been withdrawn); provided, Savvis shall not be permitted to delay a requested registration under paragraph (a) or (b) above in reliance on this paragraph (c)(ii) more than 180 days following the effective date of such prior registration statement;

(iii) if the proposed method of disposition specified by Reuters shall be an underwritten public offering, the number of shares of Restricted Stock to be included in such an offering may be reduced if and to the extent that, in the good faith opinion of the managing underwriter of such offering, inclusion of all shares would adversely affect the marketing (including, without limitation, the offering price) of the Restricted Stock to be sold;

(iv) in the event that the proposed method of disposition specified by Reuters shall be an underwritten public offering, Reuters shall choose the managing underwriter (which shall be a nationally recognized investment banking firm reasonably acceptable to Savvis;

(v) Savvis shall be entitled to include in any registration referred to in paragraph (a) or (b) above, as the case may be, for sale in accordance with the method of disposition specified by Reuters, shares of common stock of Savvis to be sold by Savvis for its own account, except as and to the extent that, in the opinion of the managing underwriter of such offering (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing (including, without limitation, the offering price) of the Restricted Stock to be sold;

(vi) except as provided in paragraph (c)(v) above, Savvis will not effect any other registration of its common stock, whether for its own account or that of other holder(s) of common stock of Savvis, from the date of receipt of a Demand Notice or the date of receipt of a Short Form Registration Notice, as the case may be, until the completion of the period of distribution of the registration contemplated thereby;

(vii) if, while a registration is pending, Savvis determines in good faith that the filing of a registration statement would require the disclosure of a material transaction or another set of material facts and such disclosure would either have a material adverse effect on such material transaction or Savvis and its subsidiaries (taken as a whole), then Savvis shall not be required to effect a registration pursuant to paragraph (a) or (b) above, as the case may be, until the earlier of (A) the date upon which such material information is otherwise disclosed to the public or ceases to be material and (B) 90 days after Savvis makes such good faith determination; provided, Savvis shall not be permitted to delay a requested registration under paragraph (a) or (b) above in reliance on this paragraph (c)(viii) more than twice or for more than an aggregate of 90 days in any consecutive twelve-month period.

(d) Piggyback Registration Rights. If at any time Savvis proposes to register any of its common stock under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (other than a registration on Form S-4 or Form S-8 promulgated under the Securities Act (or any successor forms thereto) or any other form not available for registering the Restricted Stock for sale to the public), it will give written notice (each such notice a "Piggyback Notice") at such time to Reuters of its intention to do so. Subject to paragraph (j) below, upon the

written request of Reuters, given within 30 days after receipt by such holder of the Piggyback Notice, to register any of its Restricted Stock (which request shall state the amount of Restricted Stock to be so registered and the intended method of disposition thereof), Savvis will use its reasonable best efforts to cause the Restricted Stock, as to which registration shall have been so requested, to be included in the securities to be covered by the registration statement proposed to be filed by Savvis, all to the extent requisite to permit the sale or other disposition by Reuters (in accordance with its written request) of such Restricted Stock so registered; provided, nothing herein shall prevent Savvis from abandoning or delaying such registration at any time. In the event that any registration referred to in this paragraph (d) shall be, in whole or in part, an underwritten public offering of common stock of Savvis, any request by Reuters pursuant to this paragraph (d) to register Restricted Stock shall specify either that (i) such Restricted Stock is to be included in the underwriting on the same terms and conditions as the shares of Savvis common stock otherwise being sold through underwriters under such registration or (ii) such Restricted Stock is to be sold in the open market without any underwriting, on terms and conditions comparable to those normally applicable to offerings of common stock in reasonably similar circumstances. The number of shares of Restricted Stock to be included in such an underwritten offering may be reduced (pro rata among all requesting stockholders based on the number of shares of common stock of Savvis so requested to be registered) if, and to the extent that the managing underwriter of such offering shall be of the good faith opinion that, such inclusion would adversely affect the marketing (including, without limitation, the offering price) of the securities to be sold by Savvis therein, or by the other security holders for whose benefit the registration statements has been filed.

(e) Holdback Agreement. Notwithstanding anything to the contrary contained in this Agreement, (i) if there is a firm commitment underwritten public offering of securities of Savvis pursuant to a registration covering Restricted Stock and Reuters does not elect to sell its Restricted Stock to the underwriters of Savvis's securities in connection with such offering, Reuters shall refrain from selling such Restricted Stock during the period of distribution of Savvis's securities by such underwriters and the period in which the underwriting syndicate participates in the after market; provided, Reuters shall, in any event, be entitled to sell its Restricted Stock commencing on the 180th day after the effective date of such registration statement; and (ii) if there is a firm commitment underwritten public offering of securities of Savvis by Savvis, Reuters agrees that, except to the extent otherwise permitted to participate in such offering pursuant to paragraph (d) above, upon the request of the managing underwriter in such offering, Reuters shall not sell Savvis Common Stock held by Reuters for a period of 180 days from the effective date of the registration statement relating thereto.

(f) Certain Registration Procedures. If and whenever Savvis is required by the provisions of this Section 3 to use its reasonable best efforts to effect the registration of Restricted Stock under the Securities Act, Savvis will, as expeditiously as possible:

(i) prepare (and afford counsel for the selling Reuters reasonable opportunity to review and comment thereon) and file with the Commission a registration statement with respect to such securities and use its reasonable best efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided);

(ii) prepare (and afford counsel for the selling Reuters reasonable opportunity to review and comment thereon) and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period of distribution contemplated thereby (determined as hereinafter provided) and as comply with the provisions of the Securities Act with respect to the disposition of all Restricted Stock covered by such registration statement in accordance with Reuters' intended method of disposition set forth in such registration statement for such period;

(iii) furnish to Reuters and to each underwriter such number of copies of the registration statement and the prospectus included therein (including, without limitation, each preliminary prospectus) as such persons may reasonably request in order to facilitate the public sale or other disposition of the Restricted Stock covered by such registration statement;

(iv) use its reasonable best efforts to register or qualify the Restricted Stock covered by such registration statement under the securities or blue sky laws of such jurisdictions as the sellers of Restricted Stock or, in the case of an underwritten public offering, the managing underwriter, shall reasonably request; provided, Savvis will not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph (iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any jurisdiction;

(v) immediately notify Reuters and each underwriter, 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 contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and Reuters agrees to refrain from further using such prospectus upon receipt of such notice;

(vi) use its reasonable best efforts (if the offering is underwritten) to furnish, at the request of Reuters, on the date that Restricted Stock is delivered to the underwriters for sale pursuant to such registration: (A) an opinion dated such date of counsel representing Savvis for the purposes of such registration, addressed to the underwriters and to Reuters, stating that such registration statement has become effective under the Securities Act and that (1) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (2) the registration statement, the related prospectus, and each amendment or supplement thereof, comply as to form in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder (except that such counsel need express no opinion as to financial statements, the notes thereto, and the financial schedules and other financial and statistical data contained therein) and (3) to such other effects as may reasonably be requested by counsel for the underwriters or by Reuters or its counsel, and (B) a letter dated such date from the independent public accountants retained by Savvis, addressed to the underwriters,



stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of Savvis included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including, without limitation, information as to the period ending no more than five business days prior to the date of such letter) with respect to the registration in respect of which such letter is being given as such underwriters or such selling Investor may reasonably request; and

(vii) make available for inspection by Reuters, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by Reuters or underwriter, all financial and other records, pertinent corporate documents and properties of Savvis, and cause Savvis's officers, directors and employees to supply all information reasonably requested by Reuters, underwriter, attorney, accountant or agent in connection with such registration statement and permit Reuters or such, attorney, accountant or agent to participate in the preparation of such registration statement.

For purposes of paragraphs (f)(i) and (f)(ii) above (as well as paragraphs (c)(vi) and (e) above), the "period of distribution" of Restricted Stock in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Restricted Stock in any other registration shall be deemed to extend until the sale of all Restricted Stock covered thereby, but in either case, such period shall not extend beyond the 180th day (or, in the case of paragraph (c)(vi) above, the 90th day) after the effective date of the registration statement filed in connection therewith.

(g) Information From Reuters. In connection with each registration hereunder, Reuters will furnish to Savvis in writing such information with respect to themselves and the proposed distribution by them as shall be reasonably necessary in order to assure compliance with federal and applicable state securities laws.

(h) Underwriting Agreement. In connection with any registration pursuant to this Section 3 that covers an underwritten public offering, Savvis and Reuters each agree to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between major underwriters, selling stockholders and companies of Savvis' size and investment stature; provided, (i) such agreement shall not contain any such provision applicable to Savvis which is inconsistent with the provisions hereof and (ii) the time and place of the closing under said agreement shall be as mutually agreed upon among Savvis such managing underwriter and Reuters.

(i) Expenses. Savvis will pay all Registration Expenses incurred in complying with Section 3 of this Agreement. All Selling Expenses incurred in connection with any registered offering of securities that, pursuant to this Section 3, includes Restricted Stock, shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such persons other than Savvis (except to the extent Savvis shall be a seller) as they may agree. All expenses incident to performance of or compliance by Savvis with Section 3 hereof, including, without limitation, all Commission, stock exchange or National Association of Securities Dealers, Inc. ("NASD") registration and filing fees (including, without limitation, fees and expenses incurred in connection with the listing of the common stock of Savvis on any securities exchange or exchanges), printing, distribution and related expenses, fees and disbursements of counsel and independent public accountants for Savvis, all fees and expenses incurred in connection with compliance with state securities or blue sky laws and the rules of the NASD or any securities exchange, transfer taxes and fees of transfer agents and registrars, but excluding any Selling Expenses, are herein called "Registration Expenses". All underwriting discounts and selling commissions applicable to the sale of Restricted Stock are herein called "Selling Expenses".

(j) Availability of Rule 144(k). Reuters agrees that during any period in which Reuters is eligible to sell all of its shares of Restricted Stock pursuant to Rule 144(k), Reuters shall not be entitled to invoke or otherwise participate with respect to the registration rights granted pursuant to paragraphs (a), (b) and (d) above.

#### SECTION 4. Indemnification Rights and Obligations In Respect of Registered Offerings of Restricted Stock.

(a) Savvis Indemnification of Reuters. In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 3 of this Agreement, Savvis will indemnify and hold harmless each seller of Restricted Stock thereunder and each other person, if any, who controls such seller within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, (or actions in respect thereof) to which such seller or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Restricted Stock was registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, Savvis will not be liable in any such case if and to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such seller or such controlling person in writing specifically for use in such registration statement or prospectus.

(b) Reuters' Indemnification of Savvis and the Other Selling Stockholders. In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 3 of this Agreement, each seller of such Restricted Stock thereunder, severally and not jointly, will indemnify and hold harmless Savvis and each person, if any, who controls Savvis within the meaning of the Securities Act, each officer of Savvis who signs the registration statement, each director of Savvis, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, and each other seller of Restricted Stock and each person who controls any such other seller of Restricted Stock, against all losses, claims, damages or liabilities, joint or several, (or actions in respect thereof) to which Savvis or such officer or director or underwriter or other seller or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Restricted Stock was registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Savvis and each such officer, director, underwriter, other seller of Restricted Stock and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to Savvis by such seller specifically for use in such registration statement or prospectus; provided, further, the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not to exceed the proceeds (net of underwriting discounts and commissions) received by such seller from the sale of Restricted Stock covered by such registration statement.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 4. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 4 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded

that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding the foregoing, any indemnified party shall have the right to retain its own counsel in any such action, but the fees and disbursements of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party shall have failed to retain counsel for the indemnified person as aforesaid or (ii) the indemnifying party and such indemnified party shall have mutually agreed to the retention of such counsel. It is understood that the indemnifying party shall not, in connection with any action or related actions in the same jurisdiction, be liable for the fees and disbursements of more than one separate firm qualified in such jurisdiction to act as counsel for the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnification of underwriters provided for in this Section 4 shall be on such other terms and conditions as are at the time customary and reasonably required by such underwriters. In that event the indemnification of the sellers of Restricted Stock in such underwriting shall at the sellers' request be modified to conform to such terms and conditions.

(d) Contribution. If the indemnification provided for in paragraphs (a) and (b) of this Section 4 is unavailable or insufficient to hold harmless an indemnified party under such paragraphs in respect of any losses, claims, damages or liabilities or actions 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, claims, damages, liabilities or actions in such proportion as appropriate to reflect the relative fault of Savvis, on the one hand, and the underwriters and the sellers of such Restricted Stock, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or actions as well as any other relevant equitable considerations, including, without limitation, the failure to give any notice under paragraph (c) above. 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 Savvis, on the one hand, or the underwriters and the sellers of such Restricted Stock, on the other, and to the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Savvis and each of you 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 Restricted Stock 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, the sellers of such Restricted Stock shall not be required to contribute any amount in excess of the

amount, if any, by which the total price at which the Restricted Stock sold by each of them was offered to the public exceeds the amount of any damages which they would have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act), shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

SECTION 5. Rule 144. Savvis has filed and agrees with the Reuters that from and after the date hereof it shall continue to file any and all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder, or, if Savvis is not required to file any such reports, it shall, upon the written request of Reuters, make publicly available such information as is necessary to permit sales pursuant to Rule 144 under the Securities Act. Upon the written request of Reuters, Savvis shall promptly furnish to Reuters a written statement by Savvis as to its compliance with the reporting requirements set forth in this Section 5.

SECTION 6. Duration of Agreement. This Agreement shall survive so long as Reuters owns Restricted Stock.

SECTION 7. Representations and Warranties. Each party hereto, severally and not jointly, represents and warrants to the other parties hereto as follows:

(i) such party has the corporate or partnership power and authority, as the case may be, to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by such party of this Agreement have been duly authorized by all requisite corporate or partnership action, as the case may be, on the part of such party and will not (i) violate any provision of law, any order of any court or other agency of government, the charter and other organizational documents of such party, or any provision of any indenture, agreement or other instrument by which such party or any of such party's properties or assets is bound; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument; or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the properties or assets of such party; and

(ii) this Agreement has been duly executed and delivered by such party and constitutes a legal, valid and binding agreement of such party, enforceable against such party in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights generally and to general principles of equity.

SECTION 8. Miscellaneous.

(a) Additional Registration Rights. Without the consent of Reuters, Savvis shall not grant any registration rights to any other person that are senior to or inconsistent or conflict with the registration rights granted hereunder.

(b) Headings. Headings of sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the interpretation or be deemed to constitute a part hereof.

(c) Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

(d) Benefits of Agreement. All covenants and agreements contained herein by or on behalf of any of the parties hereto shall bind and inure solely and exclusively to the benefit of the respective successors and permitted assigns of the parties hereto. Except as expressly permitted hereby, each party's rights and obligations under this Agreement shall not be subject to assignment or delegation by any party hereto, and any attempted assignment or delegation in violation hereof shall be null and void.

(e) Entire Agreement; Modification. This Agreement and the Purchase Agreement constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing signed by Savvis and the Reuters. Any waiver of any provision of this Agreement must be in a writing signed by the party against whom enforcement of such waiver is sought.

(f) Notices. Any notice or other communications required or permitted hereunder shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by national overnight courier service, by first class certified mail, postage prepaid, or by facsimile (followed by delivery by overnight courier) addressed to such party at the address or facsimile number set forth below:

(i) if to Savvis, to it at the address or facsimile number set forth for such party on the signature page hereto: and

(ii) if to Reuters, at such address or facsimile number as may have been furnished to the other parties hereto in writing by Reuters;

or, in any case, at such other address or facsimile number as shall have been furnished in writing by such party to the other parties hereto. All such notices, requests, consents and other communications shall be deemed to have been received (1) in the case of personal or courier delivery, on the date of such delivery, (2) in the case of mailing, on the fifth business day following the date of such mailing and (3) in the case of facsimile, when received.

(g) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(h) Changes in Common Stock of Savvis. If, and as often as, there are any changes in the common stock of Savvis by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof as may be required so that the rights and privileges granted hereby shall continue with respect to the Restricted Stock as so changed.

(i) Specific Performance. Each party hereto agrees that a remedy at law for any breach or threatened breach by such party of this Agreement would be inadequate and therefore agrees that any other party hereto shall be entitled to specific performance of this Agreement in addition to any other available rights and remedies in case of any such breach or threatened breach.

(j) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the day and year first above written.

SAVVIS COMMUNICATIONS CORPORATION

By /s/ Steven M. Gallant

-----  
Name: Steven M. Gallant  
Title: Vice President, General Counsel

Address: 12851 Worldgate Drive  
Herndon, VA 20170  
Attention: Ms. Nancy Lysinger  
Facsimile: (703) 234-8315

REUTERS HOLDINGS SWITZERLAND SA

By /s/ Devin Wenig

-----  
Name: Devin Wenig  
Title: Attorney-in-Fact

Address: c/o Reuters America Inc.  
The Reuters Building  
3 Times Square -20th Floor  
New York, NY 10036  
Attention: Mr. David Distel  
Facsimile: (646) 223-4237



## POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given by REUTERS HOLDINGS SWITZERLAND SA (the "Company"), whose registered office is at 153 Route Thonon, 1245 Collonge-Bellerive, Switzerland WITNESSES as follows:

## 1. APPOINTMENT

The Company appoints STEPHEN P. LEHMAN, currently of Reuters America Inc., 3 Times Square, 20th Floor, New York, New York, 10036 (referred to as the "Attorney"), to be its Attorney with authority to do on its behalf the acts and things specified in clause 2.

## 2. AUTHORITY

The Attorney has authority in the name and on behalf of the Company and on such terms and conditions as may seem expedient to do the acts and things specified below:

- (a) File form time to time Forms 3, 4 and 5 under Section 16 of the Securities Exchange Act of 1934 (the "Act") and Schedules 13D and 13G under Sections 13(d) and 13(g) of the Act each regarding SAVVIS Communications Corporation, a Delaware corporation, and required to be filed by the Company with the United States Securities and Exchange Commission; and
- (b) to do appropriate acts and things to give effect to or to further the actions contemplated by or referred to in paragraph (a) above.

## 3. INDEMNITY

The Company agrees to ratify whatever the Attorney shall lawfully do or cause to be done by virtue of this power of attorney and to indemnify the Attorney against all expenses, losses and liabilities incurred by the Attorney when acting in pursuance of this power of attorney, except such as arise in consequence of his negligence, wilful default or bad faith.

## 4. MISCELLANEOUS

This power of attorney shall:

- (i) have effect from the date hereof which is (or is deemed to be) the effective date of entry into force of it and the Company agrees to ratify and confirm all and any acts and things lawfully done by the Attorney on behalf of the Company as from such effective date;
- (ii) be binding and conclusive in favour of all third parties who shall not have received notice of its revocation;
- (iii) lapse automatically on the earlier of (a) the date on which the Attorney ceases to be employed by Reuters Group; (b) revocation by written act of the Company; and (c) 31 December 2001;
- (iv) not be changed orally; and
- (v) be construed and interpreted according to the laws of Switzerland.

IN WITNESS WHEREOF the Company has duly executed this Power on the 10th day of May 2001.

SIGNED BY

/s/ Jean-Claude Marchand

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Jean-Claude Marchand  
duly authorised for and on behalf of  
REUTERS HOLDINGS SWITZERLAND SA