

Exhibit E

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MINNEAPOLIS FIREFIGHTERS' RELIEF)
ASSOCIATION, on behalf of itself and all other)
similarly situated shareholders of Terremark)
Worldwide, Inc.,)

Plaintiff,)

v.)

GUILLERMO AMORE, FRANK BOTMAN,)
TIMOTHY ELWES, ANTONIO S.)
FERNANDEZ, MELISSA HATHAWAY,)
MANUEL D. MEDINA, ARTHUR L. MONEY,)
MARVIN S. ROSEN, RODOLFO A. RUIZ,)
JOSEPH R. WRIGHT, JR., VERIZON)
COMMUNICATIONS INC., AND VERIZON)
HOLDINGS INC.,)

Defendants.)

C.A. No. 6175-VCN

FINAL ORDER AND JUDGMENT

A hearing having been held before this Court on _____, 2011, pursuant to this Court's Scheduling Order dated _____, 2011 (the "Scheduling Order"), upon a Stipulation and Agreement of Compromise and Settlement dated April 2, 2011 (the "Stipulation"), filed in the above-captioned action (the "Delaware Action"); it appearing that due notice of said hearing has been given in accordance with the aforesaid Scheduling Order; the respective Parties having appeared by their attorneys of record; the Court having heard and considered evidence in support of the proposed settlement set forth in the Stipulation (the "Settlement"); the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to the Class was adequate and sufficient and that all requirements of due

process have been complied with; the Settlement Class has been adequately represented; and the entire matter of the proposed Settlement having been heard and considered by the Court¹;

IT IS ORDERED, ADJUDGED AND DECREED THIS ____ DAY OF _____, 2011 AS FOLLOWS:

1. This Final Order and Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on April __, 2011; and (b) the Notice filed with the Court on _____, 2011.

2. The Notice of Pendency and Proposed Settlement of Shareholder Litigation (the “Notice”) been provided to the Settlement Class pursuant to, and in the manner directed by, the Scheduling Order; proof of compliance with the notice procedures directed by the Scheduling Order has been filed with the Court; and full opportunity to be heard has been offered to all Parties and the Settlement Class Members.

3. The Court finds that the Notice, and the dissemination and distribution thereof: (a) were implemented in accordance with the Court’s _____, 2011 Scheduling Order; (b) constituted the best notice reasonably practicable under the circumstances; (c) constituted notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members (including each of the Florida Plaintiffs) of the pendency of the Delaware Action, of the effect of the proposed Settlement (including the nature and scope of the releases contained therein) and of their rights to object to the proposed Settlement and appear at the Settlement Hearing; (d) constituted due, adequate and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of the United States

¹ The capitalized terms and words employed herein shall have the same meaning as they have in the Stipulation (certain of which are repeated herein for ease of reference only).

Constitution(including the Due Process Clause), Chancery Court Rule 23 and all other applicable law and rules.

4. For purposes of the Settlement, the Court finds that the Delaware Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) and hereby finally certifies the Settlement Class as consisting of:

All Persons who held shares of Terremark common stock, either of record or beneficially, at any time during the Settlement Class Period (including without limitation the Florida Plaintiffs), other than Defendants and Terremark, the subsidiary companies and affiliates of Terremark and Verizon, and members of the immediate families of the Individual Defendants.

5. Based on the record in the Delaware Action, the Settlement Class satisfies the provisions of Chancery Court Rules 23(a), 23(b)(1) and 23(b)(2). Specifically, this Court finds that: (a) the Settlement Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) in connection with both the prosecution of this Action as well as the Settlement, Plaintiff and Plaintiff's Co-Counsel have and will fairly and adequately represent the interests of the Settlement Class; (e) the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent adjudications which would establish incompatible standards of conduct for Terremark and Defendants, and, as a practical matter, the disposition of the Delaware Action would influence the disposition of any pending or future identical cases brought by other members of the Settlement Class; and (f) Terremark and Defendants have allegedly acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole.

6. For purposes of the Settlement, Plaintiff Minneapolis Firefighters' Relief Association is finally appointed as Settlement Class Representative, and Plaintiff's Co-Counsel,

Bernstein Litowitz Berger & Grossmann LLP and Grant & Eisenhofer P.A., are finally appointed as Settlement Class Counsel, pursuant to Delaware Court of Chancery Rule 23. Pursuant to, and in accordance with, Chancery Court Rule 23, this Court hereby finds that the Settlement Class Representative and the Settlement Class Counsel adequately represented the Settlement Class Members in connection with the prosecution of the Delaware Action and in the settlement.

7. Pursuant to, and in accordance with, Chancery Court Rule 23, this Court hereby finds that the Settlement set forth in the Stipulation is in all respects fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class. The Court further finds that the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the respective Parties. Accordingly, this Court fully and finally approves the Settlement set forth in the Stipulation in all respects (including the releases contained therein and the dismissal with prejudice of any and all Released Claims against each and every one of the Released Persons) and the Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

8. The Delaware Action and all claims against the Defendants (including each and every count contained in the complaint filed in the Delaware Action on February 7, 2011 and in the Amended Complaint served on February 26, 2011) are hereby dismissed with prejudice on the merits as against the Defendants. The Parties shall bear their own costs and expenses, except as otherwise provided in the Stipulation.

9. The terms of the Stipulation and of this Final Order and Judgment shall forever be binding on each and every one of the Releasing Plaintiffs, the Releasing Defendant Parties and their counsel.

10. As provided in the Stipulation:

(a) “Defendants’ Claims” means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, rights, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected or not perfected, choate or inchoate, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, ripened or unripened, including Unknown Claims (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory, no matter how asserted, that now or that heretofore existed, but only to the extent that they: (i) were or could have been alleged, asserted, raised, made, set forth, or claimed by any or all of the Releasing Defendant Parties against any or all of the Released Plaintiff Parties in the Actions or any other court, tribunal, forum, or proceeding, and (ii) are based upon, arise out of, relate to, concern or involve, directly or indirectly, the institution, prosecution, settlement or dismissal of the Actions. Defendants’ Claims shall not, however, include any claims to enforce the terms of the Settlement or this Stipulation.

(b) “Released Claims” means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, rights, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected

or not perfected, choate or inchoate, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, ripened or unripened, including Unknown Claims (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including but not limited to any claims arising under the federal securities laws, including any claims arising under Section 14 of the Securities Exchange Act of 1934, or any claims that could be asserted derivatively on behalf of Terremark), no matter how asserted, that now exist or that heretofore existed, that have been asserted in the Actions or that could have been asserted in the Actions or in any other court, tribunal, forum or proceeding by Plaintiffs or any of the other Class Members which arise out of his/her/its status as a Terremark stockholder during the Settlement Class Period, and that are based upon, arise out of, relate in any way to, concern, or involve, directly or indirectly, any of the following: (A) the Merger; (B) the Merger Agreement or any amendments thereto; (C) any actions, deliberations or negotiations in connection with the Merger, or any amendment thereto, including the process of deliberation or negotiation by each of Terremark and Verizon and any and all of their respective officers, directors, employees, representatives or advisors; (D) the consideration received by Settlement Class Members in connection with the Tender Offer, or any amendment thereto; (E) the Transactions; (F) the Offer to Purchase, the Schedule 14D-9, or any other disclosures, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating to or discussing, directly or indirectly, the Transactions; (G) the Tender and Support Agreements, dated January 27, 2011, entered into by each of Cyrt Investments GP I BV, Sun Equity Assets Limited and VMware Bermuda Limited with Verizon; (H) any fiduciary obligations of any of the Released Persons (defined below) in connection with the Merger or the Merger Agreement, or any amendment thereto, including the negotiation and

consideration of the Merger or any amendment thereto or any disclosures related thereto; and/or (I) any other matters, things or causes whatsoever, or any series thereof, that were alleged, asserted, raised, made, set forth, claimed, embraced, involved in, referred to, or related to, directly or indirectly, the Actions (including without limitation the Florida Actions) or the subject matter of the Actions. The Released Claims shall not, however, include: (a) any claims to enforce the Settlement or this Stipulation; or (b) claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by Terremark stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

(c) “Released Persons” means each of: (i) the Defendants; (ii) Terremark; (iii) any Person in which any Defendant or Terremark has a controlling interest, or which is related to or affiliated with any of the Defendants or Terremark; (iv) the Defendants’ respective past and/or present family members, heirs, executors, administrators, predecessors, successors, assigns, parents, subsidiaries, employees, officers, directors, agents, investment bankers (including Goldman), and attorneys; and (v) Terremark’s respective past and/or present family members, heirs, executors, administrators, predecessors, successors, assigns, parents, subsidiaries, employees, officers, directors, agents, investment bankers (including Credit Suisse), and attorneys.

(d) “Releasing Plaintiffs” means Plaintiff and each Settlement Class Member, on behalf of themselves and each of their respective agents, representatives, heirs, executors, administrators, predecessors, trustees, successors, assigns, transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or

maintain on behalf of any Settlement Class Member any of the Released Claims or to obtain the proceeds of any recovery therefrom in whole or in part.

(e) “Releasing Defendant Parties” means Terremark, the Defendants and each of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on behalf of Terremark and/or the Defendants any of the Defendants’ Claims or to obtain the proceeds of any recovery therefrom in whole or in part.

(f) “Released Plaintiff Parties” means Plaintiff, all Settlement Class Members and their respective counsel.

(g) “Unknown Claims” means any and all Released Claims and Defendants’ Claims that any Releasing Plaintiff or Releasing Defendant Party, respectively (as well as his, her or its respective counsel) does not know or suspect to exist in his, her, or its favor at the time of the release, including without limitation those which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Defendants’ Claims, the Parties stipulate and agree that upon the Effective Date, each Releasing Plaintiff and each Releasing Defendant Party, respectively, shall expressly waive, relinquish and release (and by operation of the Final Order and Judgment shall be deemed to have waived, relinquished, and released) any and all provisions, rights and benefits conferred under Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

or by any law of the United States or any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Plaintiff, on behalf of itself and each of the Releasing Plaintiffs, acknowledges, and by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true, but that it is intention of the Plaintiff, and by operation of law and the Final Order and Judgment each of the Releasing Plaintiffs (including the members of the Settlement Class), to extinguish completely, irrevocably, fully, finally and forever any and all Released Claims, known or unknown, suspected or unsuspected, without regard to the subsequent discovery of additional or different facts. Terremark and Defendants, on behalf of their respective Releasing Defendant Parties, acknowledges, and by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true, but that it is the intention of Terremark and the Defendants, and by operation of law and the Final Order and Judgment each of the Releasing Defendant Parties, to extinguish completely, irrevocably, fully, finally and forever any and all Defendants' Claims, known or unknown, suspected or unsuspected, without regard to the subsequent discovery of additional or different facts. The Parties acknowledge (and the other Releasing Plaintiffs and the Releasing Defendant Parties shall be deemed to have acknowledged) that the inclusion of "Unknown Claims" in the definition of Released Claims and Defendants' Claims was separately bargained for and was a key element of the Settlement.

11. The releases as set forth in Paragraphs 4 and 5 of the Stipulation (the "Releases") are expressly incorporated herein in all respects. Accordingly, this Court orders that, upon the Effective Date:

(a) each and every one of the Releasing Plaintiffs (including without limitation the Florida Plaintiffs) by operation of this Final Order and Judgment shall: (i) have and be deemed to have fully, finally and forever released, relinquished, discharged and dismissed with prejudice any and all of the Released Claims against each and every one of the Released Persons; (ii) have and be deemed to have covenanted not to sue any of the Released Persons with respect to any and all of the Released Claims; and (iii) forever be barred and enjoined from filing, commencing, maintaining, prosecuting, seeking relief in (including filing an application or motion for preliminary or permanent injunctive relief), intervening in, participating in (as class member or otherwise), or receiving any recovery, benefits, remedy or other relief from any other lawsuit, arbitration or other proceeding or order in any jurisdiction that is based upon or asserts any and all of the Released Claims against any of the Released Persons. Nothing in this Paragraph is intended to release: (a) any claims to enforce the Settlement or the Stipulation; or (b) claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by Terremark stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

(b) each and every one of the Releasing Defendant Parties by operation of this Final Order and Judgment shall: (a) have and be deemed to have fully, finally and forever released, relinquished, discharged and dismissed with prejudice any and all of the Defendants' Claims against each and every one of the Released Plaintiff Parties; (b) have and be deemed to have covenanted not to sue any of the Released Plaintiff Parties with respect to any and all of the Defendants' Claims; and (c) forever be barred and enjoined from filing, commencing, maintaining, prosecuting, seeking relief in (including filing an application or motion for preliminary or permanent injunctive relief), intervening in, participating in (as class member or

otherwise), or receiving any recovery, benefits, remedy or other relief from any other lawsuit, arbitration or other proceeding or order in any jurisdiction that is based upon or asserts any or all of the Defendants' Claims against any of the Released Plaintiff Parties. Nothing in this Paragraph is intended to release any claims to enforce the Settlement or the Stipulation.

(c) each and every one of the Released Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Persons on the merits and with prejudice by virtue of the proceedings herein and this Final Order and Judgment. The Defendants' Claims are hereby compromised, settled, released, discharged and dismissed as against each and every one of the Released Plaintiff Parties on the merits and with prejudice by virtue of the proceedings herein and this Final Order and Judgment.

12. Without affecting the finality of this Order and Final Judgment, jurisdiction is hereby retained by this Court for the purpose of protecting and implementing the Stipulation and the terms of this Order and Final Judgment, including the resolution of any disputes that may arise with respect to the effectuation of any of the provisions of the Stipulation, and for the entry of such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement and this Order and Final Judgment, for hearing and determining Plaintiff's Co-Counsel's application for an award of attorneys' fees and reimbursement of litigation expenses, and other matters related or ancillary to the foregoing.

13. The effectiveness of the provisions of this Order and Final Judgment and the obligations of the Parties under the Settlement shall not depend on, be conditioned on or subject in any way the resolution of any orders, proceedings, rulings, consideration, appeals or other matters concerning, relating to, based upon or arising out of any application by Plaintiff's Co-

Counsel for an award of reasonable attorneys' fees and expenses in connection with the Settlement (including the allocation of such fees among counsel).

14. This Final Order and Judgment, the facts and terms of the Settlement and Stipulation (including all of its provisions and exhibits thereto) as well as all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection therewith:

(a) shall not be described as, construed as, interpreted as, or offered or received against Terremark or any of the Defendants as evidence of and/or deemed to be evidence of any presumption, concession or admission by Terremark or any of the Defendants as to: (i) the truth of any fact alleged in the Complaint; (ii) the validity of any claim that has been or could have been asserted in the Delaware Action, the Florida Actions or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Delaware Action, the Florida Actions or in any other litigation; and/or (iv) any fault, liability, negligence, fault, or wrongdoing on their part;

(b) shall not be described as, construed as, interpreted as or offered or received against Plaintiff or any Settlement Class Member (including without limitation the Florida Plaintiffs) as evidence of any infirmity in the claims of Plaintiff or the Settlement Class (including without limitation the Florida Plaintiffs); and

(c) shall not be interpreted, construed, deemed, involved, offered or received in evidence or otherwise used by any Person against any of the Released Persons, or the Released Plaintiff Parties, in the Delaware Action, the Florida Actions or in any other litigation, action or proceeding, except in connection with any proceeding to enforce the terms of the Settlement or this Final Order and Judgment.

15. Nothing in this Final Order and Judgment shall preclude any action to enforce the terms of the Stipulation or this Final Order and Judgment. Notwithstanding Paragraph __ , any of the Released Persons or Released Plaintiff Parties may file, cite and/or refer to the Stipulation and this Final Order and Judgment in any other action, proceeding or forum in order to effectuate the release and other liability protections provided thereby, or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release and discharge, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Plaintiff's Co-Counsel are hereby awarded attorneys' fees and expenses in the sum of \$ _____, plus expenses in the amount of \$ _____ in connection with the Settlement, which sums the Court finds to be fair and reasonable. Such award shall be paid pursuant to the provisions of the Stipulation.

17. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Register in Chancery is expressly directed under Chancery Court Rule 54(b).

Vice Chancellor John W. Noble