



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:   
In re: : Chapter 11  
:   
FAIRPOINT COMMUNICATIONS, INC., *et al.*, : Case No. 09-16335 (BRL)  
:   
Debtors. : (Jointly Administered)  
:   
-----X

**DECLARATION OF MEADE MONGER IN SUPPORT  
OF CONFIRMATION OF THE DEBTORS' MODIFIED SECOND AMENDED  
JOINT PLAN OF REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE DATED MARCH 10, 2010**

MEADE MONGER makes this declaration, and says:

1. I am a Managing Director of AlixPartners, LLP ("AlixPartners") and its affiliate AP Services LLC, and a restructuring advisor to FairPoint Communications, Inc. ("FairPoint Communications") and its affiliated debtors as debtors in possession (collectively, "FairPoint") in the above-referenced chapter 11 cases. I lead the Information Management Services practice of AlixPartners. I submit this declaration in support of confirmation of the Debtors' Modified Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated March 10, 2010 (as amended, the "Plan").<sup>1</sup>

2. Except as otherwise noted, I have personal knowledge as to all of the information set forth below. All facts and opinions set forth in this declaration are based upon my personal experience and knowledge, information supplied to me by FairPoint, my review of relevant documents, or my opinion based upon my knowledge of FairPoint.

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Plan.

**A. Professional Background**

3. I received my MBA from the University of Texas in Dallas and my Bachelor of Science degree in accounting from Oklahoma State University. I am also a Certified Public Accountant.

4. I have over twenty-two (22) years of professional consulting experience focused on bankruptcy, litigation and corporate information management. I have worked with debtors in dozens of major bankruptcy cases and have liquidated numerous large corporations, including FoxMeyer Drug, Genuity, The IT Group, Accredited Home Lenders, and Cable & Wireless, among others. In addition, I have served as a liquidating trustee or in a similar role on several occasions. I have provided expert testimony on bankruptcy court matters, including liquidation analyses.

5. I have substantial knowledge and experience advising large companies and assisting troubled companies with stabilizing their financial condition, analyzing their options, and developing appropriate business plans to accomplish restructuring initiatives. I have prepared (or assisted in the preparation of) liquidation analyses in connection with plans of reorganization in numerous cases

**B. These Chapter 11 Cases**

6. Pursuant to a letter dated September 1, 2009 (the "Engagement Letter"), a copy of which is attached hereto as Exhibit A, FairPoint engaged AlixPartners to provide restructuring advisory and consulting services to FairPoint. I have assisted FairPoint during the above-captioned jointly-administered cases (the "Chapter 11 Cases") in a variety of tasks, including setting up the company for filing, preparing for first day and other operational requirements, preparing the bankruptcy schedules, resolving claims, analyzing and developing

portions of FairPoint's restructuring plan analyses, estimating recoveries among creditors, and performing other tasks related to FairPoint's restructuring goals. During the course of these Chapter 11 Cases, I have become familiar with FairPoint's books and records, its financial performance (both prior to and during bankruptcy), its current assets, the terms of the Plan, and the projected operations contemplated subsequent to Plan confirmation.

7. I have worked with certain of the other professionals retained by FairPoint and FairPoint's management in an analysis (the "Liquidation Analysis"), set forth in Exhibit C to the disclosure statement to the Plan, dated March 10, 2009 (the "Disclosure Statement"), to ascertain FairPoint's compliance with section 1129(a)(7) of the Bankruptcy Code. The Liquidation Analysis is a hypothetical analysis of the impact on estimated recoveries by holders of Claims and Equity Interests if FairPoint was liquidated under chapter 7 of the Bankruptcy Code as of the anticipated Effective Date of the Plan.

8. Compensation for the services associated with the preparation of the Liquidation Analysis, this declaration, and any expert testimony, including the AlixPartners professionals I directed, was or will be in accordance with the fee arrangement set forth in the Engagement Letter.

**C. The Liquidation Analysis**

9. The Liquidation Analysis examines the predicted recovery for the holders of Claims against and Equity Interests in FairPoint if the Plan was not confirmed, and instead FairPoint was liquidated, as of the anticipated Effective Date of the Plan, under chapter 7 of the Bankruptcy Code under the supervision of a court-appointed chapter 7 trustee (a "Trustee"). Page 5 of the Liquidation Analysis compares the estimated recoveries to holders of Claims against, and Equity Interests in, FairPoint under the Plan versus under a liquidation scenario.

The table found therein demonstrates that for each class of Claims or Interests, liquidation under chapter 7 of the Bankruptcy Code would yield recoveries that are no better than – and, in many cases, worse than – the recoveries available under the Plan.

10. Underlying the Liquidation Analysis are a number of estimates and assumptions regarding liquidation proceeds that, while developed by me and considered to be reasonable, are inherently subject to significant economic, competitive, and operational uncertainties, and contingencies beyond the control of FairPoint or any Trustee who would be appointed and charged with reducing to cash any and all assets of FairPoint. No assurance can be given that such assumptions and estimates would prove correct if in fact FairPoint was to be liquidated.

D. **Basis for Opinion Regarding Liquidation Analysis**

11. I have been informed that section 1129(a)(7) of the Bankruptcy Code (referred to as the “Best Interests Test”) requires that, with respect to each impaired class of claims or equity interests, each holder must either (a) accept the Plan or (b) receive or retain under the Plan property of a value (as of the effective date of the Plan) that is not less than the amount that such holder would receive or retain if the debtor were to be liquidated under chapter 7 of the Bankruptcy Code. The Liquidation Analysis was prepared in order to determine whether the Plan meets the Best Interests Test.

12. The Liquidation Analysis and the notes thereto set forth the general assumptions and the basis for my opinions. The Liquidation Analysis assumes that the Trustee would need to sell the major operating assets of FairPoint (consisting mostly of ownership interests in FairPoint Communications’ operating subsidiaries) on a going-concern basis. The estimated gross proceeds available under the hypothetical liquidation were based on a detailed

review of FairPoint's assets that considered their quality, age, liquidity, and likelihood for recovery under a liquidation scenario.

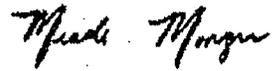
13. The assumptions underlying the Liquidation Analysis (which are set forth in the notes contained in the Liquidation Analysis) are reasonable and, as a whole, the analysis provides a reasonable estimate of the chapter 7 liquidation value of FairPoint's assets and the distribution, if any, that holders of Claims and Equity Interests would receive in a chapter 7 liquidation. In addition, I have reviewed the valuation analysis set forth in the declaration of Neil Augustine in support of confirmation of the Plan, and, in particular, paragraph 8, which sets forth the conclusion that, on a going concern basis, unsecured creditors and shareholders in Class 7 and Class 11 would not be entitled to receive a distribution absent the consent of the holders of claims in Class 4 (Allowed Prepetition Credit Agreement Claims). Obviously, that conclusion would not change in a liquidation scenario.

**E. Conclusion Regarding Liquidation Analysis**

14. I have reviewed the Plan and Disclosure Statement, including the estimated recoveries to creditors under the Plan. Comparing those documents to my Liquidation Analysis, I conclude that, for each Class of Claims or Interests under the Plan, liquidation under chapter 7 of the Bankruptcy Code would yield recoveries that are no better than – and, in many cases, worse than – the recoveries available under the Plan. Accordingly, it is my conclusion that the Plan satisfies the Best Interests Test under 11 U.S.C. § 1129(a)(7).

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of May, 2010.



---

Meade Monger  
Managing Director  
AlixPartners, LLC

Restructuring Advisors to FairPoint

**Exhibit A**

**Engagement Letter**

September 1, 2009

Mr. Alfred C. Giammarino  
Executive Vice President, Chief Financial Officer  
FairPoint Communications, Inc.  
521 East Moorehead Street  
Suite 500  
Charlotte, NC 28202

Re: Agreement for Case Management Services

Dear Mr. Giammarino:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP, a Delaware limited liability partnership ("AlixPartners") and FairPoint Communications, Inc. (the "Company") for the engagement of AlixPartners to provide consulting services to the Company.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions.

Generally, the engagement of AlixPartners shall be to assist the Company with preparation for a potential Chapter 11 bankruptcy and preparation of a detailed 13-week cash flow forecast. This engagement letter may be replaced by a different engagement letter if the scope of services materially changes from the objectives and tasks listed below.

<b>OBJECTIVES AND TASKS</b>
-----------------------------

The responsibilities of AlixPartners will be as follows:

- Provide assistance to management in connection with the Company's development of its rolling 13-week cash receipts and disbursements forecasting tool designed to provide on-time information related to the Company's liquidity.
- Assist with preparation for a potential bankruptcy filing under Chapter 11 of the United States Bankruptcy Code.
- Assist in managing the "working group" professionals who are assisting the Company in the reorganization process or who are working for the Company's various stakeholders to improve coordination of their effort and individual work product to be consistent with the Company's overall restructuring goals.
- Assist the Company in other business and financial aspects of a Chapter 11 proceeding.

Mr. Alfred C. Giammarino  
September 1, 2009  
Page 2 of 8

- Assist the Company with preparing and filing of the bankruptcy schedules and statements of financial affairs.
- Assist with the overall claims and contracts resolution process and provide both the Company and its counsel access to the claims and contracts data.
- Provide various bankruptcy consulting services throughout the case, as necessary.
- Work at the direction of the Company and counsel to assist with planning and directing Chapter 11-related communications to employees, vendors, customers, regulators and parties in interest.
- Be available for testimony as necessary.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

STAFFING
----------

Meade Monger will be the managing director responsible for the overall engagement. He will be assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

If AlixPartners finds it desirable to augment its professional staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time AlixPartners is involved in providing services to the Company.

AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such Independent Contractor.

Mr. Alfred C. Giammarino  
September 1, 2009  
Page 3 of 8

**TIMING, FEES AND RETAINER**

AlixPartners will commence this engagement on or about September 1, 2009 after receipt of a copy of the Agreement executed by the Company accompanied by the Retainer, as set forth on Schedule I.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule I.

In the event the Company seeks protection under the U.S. Bankruptcy Code, the Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners' retention and Retainer nunc pro tunc to the date of filing. AlixPartners acknowledges that its retention and the terms thereof are subject to Court approval.

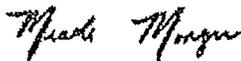
\* \* \*

If these terms meet with your approval, please sign and return the enclosed copy of the Agreement and wire transfer the amount to establish the Retainer.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP



Meade Monger  
Managing Director

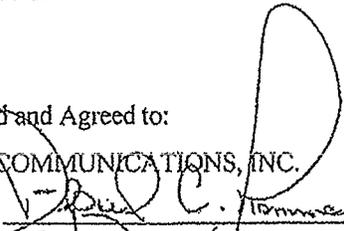
Acknowledged and Agreed to:

FAIRPOINT COMMUNICATIONS, INC.

By:

Its:

Dated:

  
\_\_\_\_\_  
*Executive Vice President and CFO*  
\_\_\_\_\_  
*September 2, 2009*

SCHEDULE 1

FEES AND EXPENSES

1. **Fees:** AlixPartners' fees will be based on the hours worked by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Directors	\$595 - \$995
Directors	\$485 - \$685
Vice Presidents	\$395 - \$505
Associates	\$260 - \$365
Analysts	\$195 - \$260
Paraprofessionals	\$120 - \$200

AlixPartners reviews and revises its billing rates on January 1 of each year.

2. **Expenses:** In addition to the fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
3. **Retainer:** The Company shall pay AlixPartners a retainer of \$100,000 to be applied against Fees and Expenses as set forth in this Schedule and in accordance with Section 2 of the attached General Terms and Conditions.

**SCHEDULE 2**

**DISCLOSURES**

AlixPartners has not completed a thorough check of the parties in interest with regard to the Company, as AlixPartners has not received the list of the parties in interest. However, as soon as practicable after beginning the engagement, AlixPartners will provide the Company with a listing of parties with which AlixPartners has current or prior relationships that may be related to the Company. AlixPartners will provide this so that the Company may assess the impact, if any, that the Company believes such relationships have.

**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("Terms") are incorporated into the Agreement between the Company and AlixPartners to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

**Section 1. Company Responsibilities.**

The Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and
2. Make decisions and take future actions, as the Company determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Company's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Company's management. The Company shall be responsible for any delays, additional costs or other deficiencies caused by not completing its responsibilities.

**Section 2. Retainer, Billing and Payments.**

**Retainer and Billing.** AlixPartners will submit monthly invoices for services rendered and expenses incurred and will offset such invoices against the Retainer. Unless explicitly stated in the invoice, all amounts invoiced are not contingent upon or in any way tied to the delivery of any reports or other work product in the future. Payment will be due upon receipt of the invoices to replenish the Retainer to the agreed-upon amount. Any unearned portion of the Retainer will be returned to the Company at the termination of the engagement.

**Payments.** All payments to be made by the Company to AlixPartners shall be payable upon receipt of invoice via wire transfer to AlixPartners' bank account, as follows:

Receiving Bank:	Deutsche Bank ABA #021-001-033
Receiving Account:	AlixPartners, LLP A/C #003-58897
Currency:	USD

**Section 3. Relationship of the Parties.**

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Of course, employees of AlixPartners will not be entitled to receive from the Company any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee

benefits. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business.

Nothing in this agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Company or its Board of Directors.

**Section 4. Confidentiality.**

AlixPartners shall use reasonable efforts to keep confidential all non-public confidential or proprietary information obtained from the Company during the performance of its services hereunder (the "Information"); and neither AlixPartners nor its personnel will use for itself or disclose any Information to any other person or entity. "Information" includes non-public confidential and proprietary data, plans, forecasts, projections, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of the Company, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Information that AlixPartners reasonably believes is required by law or any regulatory requirement or authority, or to clear client conflicts. AlixPartners may make reasonable disclosures of Information to third parties in connection with the performance of AlixPartners' obligations and assignments hereunder. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of AlixPartners under this Section 4 shall survive the end of any engagement between the parties for a period of two (2) years.

The Company acknowledges that all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Company (limited to its management and its Board of Directors) in connection with the transactions to which it relates. The Company agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval except as required by law.

Because of the nature of the services provided by AlixPartners, from time to time, separate teams of AlixPartners professionals may concurrently represent clients that are adverse to each other, or which may be viewed by clients to be adverse. Despite any such

**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

concurrent representation, each AlixPartners team shall strictly preserve all client confidences, and not disseminate such information externally, except pursuant to the terms of this engagement letter, or to any AlixPartners professionals that are currently working for an entity adverse to the Company. The Company agrees that it does not consider such concurrent representation of the Company and any adversary by separate AlixPartners teams to be inappropriate and, therefore, waives any objections to any such present or future concurrent representation.

**Section 5. Intellectual Property.**

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, writings and other intellectual property that AlixPartners has created, acquired or developed prior to the date of this Agreement are, and shall remain, the sole and exclusive property of AlixPartners, and the Company shall not acquire any interest therein. AlixPartners shall be free to use all methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, writings and other intellectual property that AlixPartners may create or develop in connection with this engagement, subject to its duty of confidentiality to the extent that the same contain information or materials furnished to AlixPartners by the Company that constitute information referred to in Section 4 above. Except as provided above, all information, reports, materials, software and other work product that AlixPartners creates or develops specifically for the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute information referred to in Section 4 above. AlixPartners may retain copies of the Work Product subject to its obligations under Section 4 above.

**Section 6. Framework of the Engagement.**

The Company acknowledges that it is retaining AlixPartners solely to assist and advise the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

**Section 7. Indemnification and Other Matters.**

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "indemnitees") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement. The Company shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel. In addition, the Company shall pay the costs of AlixPartners' professional time (AlixPartners' professional time will be reimbursed at AlixPartners' rates in effect when such future time is required), relating to or arising out of the engagement, including any legal proceeding in which an indemnitee may be required or agree to participate but in which it is not a party. The indemnitees may, but are not required to, engage a single firm of separate counsel of their

choice in connection with any of the matters to which this indemnification agreement relates.

AlixPartners is not responsible for any third-party products or services. The Company's sole and exclusive rights and remedies with respect to any third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring the third-party product or service.

AlixPartners shall not be liable to the Company except for actual damages resulting from bad faith, gross negligence, self-dealing or intentional misconduct.

**Section 8. Governing Law.**

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

All claims relating to this Agreement may be brought in any court of competent jurisdiction.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

**Section 9. Termination and Survival.**

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any fees and expenses due under the provisions of the Agreement. Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Sections 2, 4, 5, 7, 8, 9, 10 and 11 of these Terms, the provisions of Schedule I and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

**Section 10. Non-Solicitation of Employees**

The Company and AlixPartners (together, the "Parties") each acknowledge and agree that the other party has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by AlixPartners with respect to this engagement (the "Restrictive Period"), the Parties and their affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of the other party's employees/contractors who were assigned to this engagement.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of AlixPartners' Managing Directors, Directors, or other employees/contractors, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the

**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

sum total of: (i) for a Managing Director, one million U.S. dollars (\$1,000,000 USD); (ii) for a Director, five hundred thousand U.S. dollars (\$500,000 USD); and (iii) for any other employee/contractor, two hundred fifty thousand U.S. dollars (\$250,000 USD). The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Managing Directors, Directors, and other employees/consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

The Parties also acknowledge and agree that money damages alone may not be an adequate remedy for a breach of this provision, and each party shall have the right to seek a restraining order and/or an injunction for any breach of this non-solicitation provision. If any provision of this section is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

**Section II. General.**

**Severability.** If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

**Entire Agreement.** These Terms, the letter agreement into which they are incorporated and the Schedule(s) to such letter agreement contain the entire understanding of the parties relating to the services to be rendered by AlixPartners and may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

**Joint and Several.** If more than one party signs this Agreement, the liability of each party shall be joint and several.

**Limit of Liability.** AlixPartners shall not be liable for incidental or consequential damages under any circumstances, even if it has been advised of the possibility of such damages. AlixPartners' aggregate liability, whether in tort, contract, or otherwise, is limited to the amount of fees paid to AlixPartners for services on this engagement (the "Liability Cap"). The Liability Cap is the total limit of AlixPartners' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable by AlixPartners among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such

allocations or other claims against AlixPartners pursuant to this Agreement exceed the Liability Cap.

**Notices.** All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP  
2000 Town Center, Suite 2400  
Southfield, MI 48075  
Attention: General Counsel

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to the other party. All notices under the Agreement shall be sufficient if delivered by facsimile or overnight mail. Any notice shall be deemed to be given only upon actual receipt.

