

Greenhill & Co., LLC
300 Park Avenue
New York, NY 10022
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Greenhill

October 20, 2002

As Amended on May 8, 2003

Allegiance Telecom, Inc.
9201 North Central Expressway
Dallas, TX 75231

Attention: Mr. Mark B. Tresnowski
Executive Vice President and General Counsel

Dear Mr. Tresnowski:

This letter confirms the terms under which Allegiance Telecom, Inc. and Allegiance Telecom Company Worldwide (collectively, with their subsidiaries and affiliates the "Company") has engaged Greenhill & Co., LLC (the "Financial Advisor") on an exclusive basis, as its financial advisor and investment banker with respect to a possible Recapitalization (as defined below) and with respect to such other financial and investment banking matters as to which the Company and the Financial Advisor may agree in writing during the term of this engagement. For purposes hereof, the term "Company" includes subsidiaries and affiliates of the Company and any entity formed or invested in to consummate a Recapitalization, and shall also include any successor to or assignee of all or substantially all of the assets and/or business of the Company, whether pursuant to a Plan (as defined below) or otherwise. If appropriate in connection with performing its services for the Company hereunder, the Financial Advisor may utilize the services of one or more of its affiliates, in which case references herein to the Financial Advisor shall include such affiliates

1. Scope of Services. As exclusive financial advisor and investment banker to the Company, we shall perform the following financial advisory services to the extent necessary and requested:
 - a. General Financial Advisory Services. The Financial Advisor shall, in each case if requested by the Company:
 - i. to the extent it deems necessary, appropriate and feasible, review and analyze the business, operations, properties, financial condition and prospects of the Company;

- ii. evaluate the Company's debt capacity in light of its projected cash flows;
 - iii. assist in the determination of an appropriate capital structure for the Company;
 - iv. determine a range of values for the Company on a going concern basis;
 - v. advise and attend meetings of the Company's Board of Directors and its Committees; and
 - vi. if the Company determines to undertake a Recapitalization, advise and assist the Company in structuring and effecting the financial aspects of such a transaction, subject to the terms and conditions of this agreement.
- b. Recapitalization Services. If the Company pursues a Recapitalization (as defined below), the Financial Advisor shall, in each case if requested by the Company:
- i. provide financial advice and assistance to the Company in developing and seeking approval of a Recapitalization plan (as the same may be modified from time to time, a "Plan"), which may or may not be, a plan under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code");
 - ii. in connection therewith, provide financial advice and assistance to the Company in structuring any new securities, other consideration or other inducements to be offered and/or issued under the Plan;
 - iii. assist the Company and/or participate in negotiations with entities or groups affected by the Plan; and
 - iv. assist the Company in preparing documentation within our area of expertise required in connection with the Plan.

For purposes of this agreement, the term "Recapitalization" shall mean any recapitalization or restructuring (including, without limitation, through any refinancing, repurchase, exchange, conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof) of the Company's equity and/or debt securities and/or other indebtedness, obligations or liabilities (including, without limitation, preferred stock, partnership interests, lease obligations, trade credit facilities and other contract or tort obligations), or a sale of substantially all of the Company's assets,

including pursuant to an exchange transaction, a Plan or a solicitation of consents, waivers, acceptances or authorizations, an acquisition related transaction, or any other change of control transactions. A Recapitalization shall not mean any amendment, modification or waiver of any of the Company's debt securities (including the Credit Agreement) that is not a permanent amendment, modification or waiver.

In rendering its services to the Company hereunder, the Financial Advisor is not assuming any responsibility for the Company's underlying business decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Recapitalization. The Company agrees that the Financial Advisor shall not have any obligation or responsibility to provide accounting, audit, "crisis management," or business consultant services for the Company and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements, or to provide any fairness or valuation opinions or any advice or opinions with respect to solvency in connection with any transaction or to provide services pertaining to a sale. The Company confirms that it will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar advice.

The Company shall make available to the Financial Advisor all information concerning the business, assets, operations, financial condition and prospects of the Company that the Financial Advisor reasonably requests in connection with the services to be performed for the Company hereunder and shall provide the Financial Advisor with reasonable access to the Company's officers, directors, employees, independent accountants, counsel and other advisors and agents as the Financial Advisor deems appropriate. In order to coordinate effectively the Company's and the Financial Advisor's activities to effect a Recapitalization, the Company will promptly inform the Financial Advisor of any discussions, negotiations or inquiries regarding a possible Recapitalization, or Sale (including any such discussions, negotiations or inquiries that have occurred in the six month period prior to the date of this agreement). The Company represents that to the best of its knowledge all information furnished by it or on its behalf to the Financial Advisor, at all times during the Financial Advisor's engagement, (including information contained in any Financing Offering Memorandum and/or Sale Memorandum) (i) will be accurate and complete in all material respects, and (ii) will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. The Company recognizes and confirms that in advising the Company and completing its engagement hereunder, the Financial Advisor will be using and relying on publicly available information and on data, material and other information furnished to the Financial Advisor by the Company and other parties. It is understood that in performing under this engagement, the Financial Advisor may assume and rely upon the accuracy and completeness of, and is not assuming any responsibility for independent verification of, such publicly available information and the other information so furnished.

2. Compensation. The Financial Advisor's compensation for services rendered under this agreement will consist of the following cash fees:

- a. Monthly Advisory Fee. A monthly financial advisory fee of \$175,000 (the "Monthly Advisory Fee"), which shall be due and paid by the Company upon the execution of this agreement and thereafter on each monthly anniversary thereof during the term of this engagement. Fifty percent (50%) of the amount of the Monthly Advisory Fee paid to the Financial Advisor after the payment of the March 20, 2002 Monthly Advisory Fee and prior to the payment of the October 20, 2003 Monthly Advisory Fee will be credited against any Restructuring Transaction Fee. One hundred percent (100%) of the amount of the Monthly Advisory Fee paid to the Financial Advisor after the payment of the twelfth Monthly Advisory Fee will be credited against any Restructuring Transaction Fee.
- b. Recapitalization Transaction Fee. If during the term of this engagement or within the twelve full months following the termination of this engagement (including the term of this engagement, the "Fee Period"), a Recapitalization is consummated, the Financial Advisor shall be entitled to receive a transaction fee (the "Recapitalization Transaction Fee"), contingent upon the consummation of such a Recapitalization and payable at the closing thereof equal to \$6.5 million.

Notwithstanding anything to the contrary in this agreement, in connection with any Recapitalization that is intended to be effected, in whole or in part, as a prepackaged, partial prepackaged or prearranged plan of reorganization anticipated to involve the solicitation of acceptances of such plan in compliance with the Bankruptcy Code, by or on behalf of the Company, from holders of any class of the Company's securities, indebtedness or obligations (a "Prepackaged Plan"), the Recapitalization Transaction Fee shall be payable as follows: (i) \$4.4 million upon obtaining indications of support from the Company's creditors that in the good faith judgment of the Board of Directors of the Company are sufficient to justify filing a Prepackaged Plan and (ii) the balance not previously paid shall be payable upon consummation of such Recapitalization.

3. Recognition of Fee Structure. The Company and the Financial Advisor acknowledge and agree that **the hours worked, the results achieved and the ultimate benefit to the Company of the work performed, in each case, in connection with this engagement, may be variable, and that the Company and the Financial Advisor have taken this into account in setting the fees hereunder.** No fee payable to any other Person, by the Company or any other party, shall affect any fee payable to the Financial Advisor hereunder.
4. Out-of-Pocket Expenses. In addition to any fees payable by the Company to the Financial Advisor hereunder, the Company shall, whether or not any transaction contemplated by this agreement shall be proposed or consummated, reimburse the Financial Advisor on a monthly basis for its travel and other reasonable out-of-pocket expenses (including all fees, disbursements and other charges of counsel to be retained by the Financial Advisor, and of other consultants and advisors retained by the Financial Advisor with the Company's consent) incurred in connection with, or arising out of the Financial Advisor's activities under or contemplated by this engagement. The Company shall also reimburse the Financial Advisor, at such times as the Financial Advisor shall request, for any sales, use or similar taxes (including additions to such taxes, if any), but in no event income taxes, arising in connection with any matter referred to or contemplated by, this engagement. All such reimbursements shall be made promptly upon submission by the Financial Advisor of statements for such expenses.
5. Indemnification. The Company agrees to indemnify the Financial Advisor and certain related persons in accordance with the indemnification provisions ("Indemnification Provisions") attached to this agreement. Such Indemnification Provisions are an integral part of this agreement, and the terms thereof are incorporated by reference herein. Such Indemnification Provisions shall survive any termination or completion of the Financial Advisor's engagement hereunder.
6. Limitation of Liability. The Company agrees that none of the Financial Advisor, its affiliates or their respective directors, officers, agents, employees and controlling persons, or any of their respective successors or assigns ("Covered Persons") shall have any liability to the Company for or in connection with this engagement or any transactions or conduct in connection therewith except for losses, claims, damages, liabilities or expenses incurred by the Company which are finally judicially determined to have resulted primarily from the gross negligence or willful misconduct of such Covered Person.
7. Termination. This agreement and the Financial Advisor's engagement hereunder may be terminated by either the Company or the Financial Advisor at any time, upon 30 days prior written notice thereof to the other party, provided, however, that (a) termination of the Financial Advisor's engagement hereunder shall not affect the Company's continuing obligation to indemnify the Financial Advisor and certain

related persons as provided for in this agreement, and its continuing obligations and agreements under paragraphs 6, 8, 10, 11, 13, 14, 15 and 17 hereof, (b) notwithstanding any such termination, the Financial Advisor, shall be entitled to the full fees in the amounts and at the times provided for in paragraph 2 hereof, and (c) any termination of the Financial Advisor's engagement hereunder shall not affect the Company's obligation to reimburse expenses incurred prior to such termination to the extent provided in paragraph 4 hereof.

8. Independent Contractor. The Financial Advisor has been retained under this agreement as an independent contractor with no agency relationship to the Company or to any other party. The advice (oral or written) rendered by the Financial Advisor pursuant to this agreement is intended solely for the benefit and use of the Company in considering the matters to which this agreement relates, and the Company agrees that such advice may not be relied upon by any other person or entity, used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner for any purpose, nor shall any public references to the Financial Advisor be made by the Company, without the prior written consent of the Financial Advisor.
9. Credit. The Company agrees that the Financial Advisor shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder; provided that the Financial Advisor will submit a copy of any such advertisement to the Company for its approval, which approval shall not be unreasonably withheld or delayed.
10. Choice of Law; Jurisdiction. This agreement shall be deemed to be made in New York. This agreement and all controversies arising from or relating to performance of this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. The Company hereby irrevocably consents to personal jurisdiction in the Supreme Court of the State of New York in New York County, Commercial Part, or any Federal court sitting in the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this agreement or any of the agreements or transactions contemplated hereby, which is brought by or against the Company, hereby waives any objection to venue with respect thereto, and hereby agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such courts shall have exclusive jurisdiction over any claims arising out of or relating to such agreements or transactions; provided that in the event that the Company becomes a debtor under chapter 11 of the Bankruptcy Code, during any such case, any such claims shall be heard and determined by the Bankruptcy Court (as defined below). The Company hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Company at its address set forth above, such service to become

effective ten (10) days after such mailing. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT OR CONDUCT IN CONNECTION WITH THE FINANCIAL ADVISOR'S ENGAGEMENT IS HEREBY WAIVED.

11. Successors and Assigns. This agreement shall be binding upon the Financial Advisor and the Company and their respective successors and assigns (including, in the case of the Company, any successor to all or a substantial portion of the assets and/or the businesses or operations of the Company under a Plan). This agreement is not intended to confer any rights upon any shareholder, creditor, owner or partner of the Company, or any other person or entity not a party hereto other than the Indemnified Persons referenced in the Indemnification Provisions contained herein and the Covered Persons referenced above.
12. Retention in Chapter 11 Case. In the event that the Company is or becomes a debtor under chapter 11 of the Bankruptcy Code, the Company shall use its best efforts to promptly apply to the bankruptcy court having jurisdiction over the chapter 11 case or cases (the "Bankruptcy Court") for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of this agreement and the Financial Advisor's retention by the Company under the terms of this agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply the Financial Advisor with a draft of such application and any proposed order authorizing the Financial Advisor's retention sufficiently in advance of the filing of such application and proposed order to enable the Financial Advisor and its counsel to review and comment thereon. The Financial Advisor shall have no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless the Financial Advisor's retention under the terms of this agreement is approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to the Financial Advisor in all respects. The Financial Advisor acknowledges that in the event that the Bankruptcy Court approves its retention by the Company, the Financial Advisor's fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders. In the event that the Company becomes a debtor under the Bankruptcy Code and the Financial Advisor's engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of the Financial Advisor hereunder as promptly as practicable in accordance with the terms hereof. Prior to commencing a chapter 11 case, the Company shall pay all undisputed amounts theretofore due and payable to the Financial Advisor in cash.
13. Joint and Several Obligations. The parties hereto agree that the obligations of the Company under this agreement, including the Indemnification Provisions referenced


above, shall be the joint and several obligations of the Company and the other entities that are signatories hereto.

14. Entire Agreement. This agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.
15. Authority. Each party hereto represents and warrants that it has all requisite power and authority to enter into this agreement and the transactions contemplated hereby. Each party hereto further represents and warrants that this agreement has been duly and validly authorized by all necessary corporate or other action on the part of the Company and has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms; provided, however, that the Financial Advisor hereby acknowledges that its retention in any chapter 11 case by the Company shall be subject to prior Bankruptcy Court approval as provided in paragraph 12 of this agreement.
16. Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to, be an original instrument, but all such counterparts taken together shall constitute one and the same agreement.
17. Attorney's Fees. If any party to this Agreement brings an action directly or indirectly based upon this agreement or the matters contemplated hereby against another party, the prevailing party shall be entitled to recover, in addition to any other amounts, its reasonable costs and expenses in connection with such proceedings, including, but not limited to, reasonable attorney's fees and court costs, from such other party.

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement between the Financial Advisor and the Company.

Very truly yours,

GREENHILL & CO., LLC

By: 
Michael A. Kramer
Managing Director

By: _____
Robert H. Niehaus

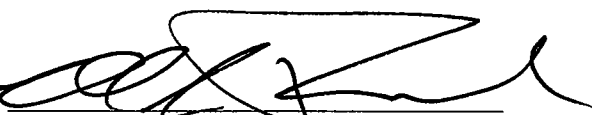
Managing Director

Accepted and Agreed to:

ALLEGIANCE TELECOM, INC. (collectively with its subsidiaries and affiliates)

By: 
Mark B. Tresnowski
Executive Vice President & General Counsel

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: 
Mark B. Tresnowski
Executive Vice President & General Counsel

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement between the Financial Advisor and the Company.

Very truly yours,

GREENHILL & CO., LLC

By: _____
Michael A. Kramer
Managing Director
By: Robert H. Niehaus
Robert H. Niehaus

Managing Director

Accepted and Agreed to:

ALLEGIANCE TELECOM, INC. (collectively with its subsidiaries and affiliates)

By: [Signature]
Mark B. Tresnowski
Executive Vice President & General Counsel

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: [Signature]
Mark B. Tresnowski
Executive Vice President & General Counsel

ALLEGIANCE TELECOM, INC.
ADGRAFIX CORPORATION,
ALLEGIANCE INTERNET, INC.
ALLEGIANCE TELECOM INTERNATIONAL, INC.
ALLEGIANCE TELECOM OF ARIZONA, INC.
ALLEGIANCE TELECOM OF CALIFORNIA, INC.
ALLEGIANCE TELECOM OF COLORADO, INC.
ALLEGIANCE TELECOM OF FLORIDA, INC.
ALLEGIANCE TELECOM OF GEORGIA, INC.
ALLEGIANCE TELECOM OF ILLINOIS, INC.
ALLEGIANCE TELECOM OF INDIANA, INC.
ALLEGIANCE TELECOM OF MARYLAND, INC.
ALLEGIANCE TELECOM OF MASSACHUSETTS, INC.
ALLEGIANCE TELECOM OF MICHIGAN, INC.
ALLEGIANCE TELECOM OF MINNESOTA, INC.
ALLEGIANCE TELECOM OF MISSOURI, INC.
ALLEGIANCE TELECOM OF NEVADA, INC.
ALLEGIANCE TELECOM OF NEW JERSEY, INC.
ALLEGIANCE TELECOM OF NEW YORK, INC.
ALLEGIANCE TELECOM OF NORTH CAROLINA, INC.
ALLEGIANCE TELECOM OF OHIO, INC.
ALLEGIANCE TELECOM OF OKLAHOMA, INC.
ALLEGIANCE TELECOM OF OREGON, INC.
ALLEGIANCE TELECOM OF PENNSYLVANIA, INC.
ALLEGIANCE TELECOM OF PURCHASING COMPANY, INC.
ALLEGIANCE TELECOM OF TEXAS, INC.
ALLEGIANCE TELECOM OF THE DISTRICT OF COLUMBIA, INC.
ALLEGIANCE TELECOM OF VIRGINIA, INC.
ALLEGIANCE TELECOM OF WASHINGTON, INC.
ALLEGIANCE TELECOM OF WISCONSIN, INC.
ALLEGIANCE TELECOM SERVICE CORPORATION
ALGX BUSINESS INTERNET, INC.
COAST TO COAST TELECOMMUNICATIONS, INC.
HOSTING.COM, INC.
INTERACCESS TELECOMMUNICATIONS CO.
JUMP.NET, INC.
VIRTUALIS SYSTEMS, INC.

SHARED TECHNOLOGIES ALLEGIANCE, INC.

By: _____

A handwritten signature in black ink, appearing to read 'Mark B. Tresnowski', is written over a horizontal line. The signature is stylized and cursive.

Mark B. Tresnowski
Executive Vice President & General Counsel

INDEMNIFICATION PROVISIONS

In connection with the engagement of Greenhill & Co., LLC (the "Financial Advisor") as financial advisor to **Allegiance Telecom, Inc. and Allegiance Telecom Company Worldwide**, collectively with their affiliates and subsidiaries ("we" or "us"), we hereby agree to indemnify and hold harmless the Financial Advisor and its affiliates, their respective directors, officers, agents, attorneys, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), to the full extent lawful, from and against all losses, claims, damages, liabilities and expenses incurred by them which (A) are related to or arise out of (i) actions or alleged actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by us, or (ii) actions or alleged actions taken or omitted to be taken by an Indemnified Person with our consent or in conformity with our actions or omissions, or (B) are otherwise related to or arise out of the Financial Advisor's activities under the Financial Advisor's engagement. We will not be responsible, however, for any losses, claims, damages, liabilities or expenses which are finally judicially determined to have resulted primarily from the gross negligence or willful misconduct of the person seeking indemnification hereunder.

After receipt by an Indemnified Person of notice of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such person will notify us in writing of such complaint or of the commencement of such action or proceeding, but failure so to notify us will relieve us from any liability which we may have hereunder only if, and to the extent, that such failure results in the forfeiture by us of substantial rights and defenses, and will not in any event relieve us from any other obligation or liability that we may have to any Indemnified Person otherwise than under these indemnification provisions. If we so elect or are requested by such Indemnified Person, we will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Financial Advisor and the payment of the fees and disbursements of such counsel. In the event, however, such Indemnified Person reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an Indemnified Person and us, and such Indemnified Person reasonably concludes that there may be legal defenses available to it or other Indemnified Persons that are different from or in addition to those available to us, or if we fail to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Person, in either case in a timely manner, then such Indemnified Person may employ separate counsel to represent or defend it in any such action or proceeding and we will pay the reasonable fees and disbursements of such counsel; provided, however, that we will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for all Indemnified Persons in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which we assume the Indemnified Person will have the right to participate in such litigation and to retain its own counsel at such Indemnified Person's own expense. We further agree that we will not, without the prior written consent of

the Financial Advisor, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Financial Advisor or any other Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of the Financial Advisor, and each other Indemnified Person hereunder from all liability arising out of such claim, action, suit or proceeding.

We agree that if any indemnification sought by an Indemnified Person pursuant to these indemnification provisions is held by a court to be unavailable for any reason other than as specified in the second sentence of the first paragraph of these indemnification provisions, then (whether or not the Financial Advisor is the Indemnified Person), we and the Financial Advisor will contribute to the losses, claims, damages, liabilities and expenses for which such indemnification is held unavailable (i) in such proportion as is appropriate to reflect the relative benefits to us, on the one hand, and the Financial Advisor, on the other hand, in connection with the Financial Advisor's engagement referred to above, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i), but also the relative fault of us, on the one hand, and the Financial Advisor, on the other hand, as well as any other relevant equitable considerations; provided however, that in any event the aggregate contribution of all Indemnified Persons, including the Financial Advisor, to all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder will not exceed the amount of fees actually received by the Financial Advisor from us pursuant to the Financial Advisor's engagement referred to above. It is hereby agreed that for purposes of this paragraph, the relative benefits to us, on the one hand, and the Financial Advisor, on the other hand, with respect to the Financial Advisor's engagement shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid or received by us or our members, stockholders, claims holders or contract parties, as the case may be, pursuant to the transaction, whether or not consummated, for which the Financial Advisor is engaged to render financial advisory services, bears to (ii) the fee paid or proposed to be paid to the Financial Advisor in connection with such engagement. It is agreed that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method which does not take into account the considerations referred to in this paragraph.

We further agree that we will promptly reimburse the Financial Advisor and any other Indemnified Person hereunder for all expenses (including fees and disbursements of counsel) as they are incurred by the Financial Advisor or such other Indemnified Person in connection with investigating, preparing for or defending, or providing evidence in, any pending or threatened action, claim, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Financial Advisor or any other Indemnified Person is a party) and in enforcing these indemnification provisions.

Our indemnity, contribution, reimbursement and other obligations under these indemnification provisions shall be in addition to any liability that we may otherwise have, at common law or otherwise, and shall be binding on our successors and assigns.

Solely for purposes of enforcing these indemnification provisions, we hereby consent to personal jurisdiction, service and venue in any court in which any claim or proceeding which is subject to, or which may give rise to a claim for indemnification or contribution under, these indemnification provisions is brought against the Financial Advisor or any other Indemnified Person.

These indemnifications provisions shall apply to the above-mentioned engagement, activities relating to the engagement occurring prior to the date hereof, and any subsequent modification of or amendment to such engagement, and shall remain in full force and effect following the completion or termination of the Financial Advisor's engagement.

