

a. Access To Creditor Information:

(i) The Committee shall establish and maintain an electronic mail address for creditors to submit questions, comments and requests for access to information.

(ii) The Committee shall retain The Garden City Group, Inc., the Claims, Noticing, and Balloting Agent of the Debtors, to assist the Committee in establishing and maintaining, in accordance with the terms set forth in the fee schedule attached to the Motion as Exhibit A, an internet-accessed webpage (the “Committee Website”) linked to the Debtors’ bankruptcy information website that provides information including: (1) highlights of significant events in the cases; (2) press releases (if any) issued by the Committee; and (3) responses to creditor questions, comments and requests for access to information; provided, that the Committee may privately provide such responses in the exercise of its reasonable discretion, including in the light of the nature of the information request and the creditor’s agreements to be bound by appropriate confidentiality and trading constraints, as approved by the Debtors and the United States Trustee.

b. Confidential and Privileged Information:

(i) The Committee, its professionals and its members and their respective agents, representatives, advisors and counsel shall not be required to disseminate to any Entity: (A) without further order of the Court, confidential, proprietary, or other non-public information concerning the Debtors or the Committee, including (without limitation) with respect to the acts, conduct, assets, liabilities and financial condition of the Debtors, the operations of the Debtors’ businesses and the desirability of the continuance of such businesses or any other matter relevant to these cases or to the formulation of one or more chapter 11 plans (including any and all confidential, proprietary or other non-public materials of the Committee) whether provided (voluntarily or involuntarily) by or on behalf of the Debtors or by any third party or prepared by or for the Committee, or any information covered by the Committee by-laws (the “By-Laws”) or any protective order in these cases (collectively, the “Confidential Information”) or (B) any other information if the effect of such disclosure would constitute a general or subject matter waiver of the attorney-client, work product or other applicable privilege possessed by the Committee (collectively, the “Privileged Information”).

(ii) Except as set forth above, any information received (formally or informally) by the Committee from any Entity in connection with an examination pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure or in connection with discovery in any contested matter, adversary proceeding or other litigation shall not be governed by the terms of this Protocol but, rather, by any order governing such discovery.

(iii) The Debtors shall assist the Committee in identifying any Confidential Information concerning the Debtors that is provided by the Debtors or their agents or professionals, or by any third party, to the Committee, its agents and professionals. Any documents, information or other materials designated by the Debtors as confidential shall be treated as "Confidential Information" for purposes of this Protocol.

c. Creditor Information Requests:

(i) If a creditor (the "Requesting Creditor") submits a written request to the Committee (the "Information Request") for the Committee to disclose information, the Committee shall (A) as soon as practicable, but no more than twenty (20) days after receipt of the Information Request, provide a response to the Information Request (the "Response") including providing access to the information requested or the reasons the Information Request cannot be complied with and (B) provide the Debtors with (i) notice of the Information Request within five (5) business days of the Information Request and (ii) a copy of the Response at least three (3) business days prior to providing the Response to the Requesting Creditor. If the Response is to deny the Information Request because the Committee believes the Information Request implicates Confidential Information or Privileged Information that need not be disclosed pursuant to the terms of this Protocol or otherwise under 11 U.S.C. § 1102(b)(3)(A), or that the Information Request is unduly burdensome, the Requesting Creditor may, after a good faith effort to meet and confer with an authorized representative of the Committee and an authorized representative of the Debtors regarding the Information Request and the Response, seek to compel such disclosure for cause pursuant to a motion and hearing. Such motion shall be served and the hearing on such motion shall be noticed and scheduled pursuant to the Bankruptcy Rules or any case management order entered in these cases. Nothing herein shall be deemed to preclude the Requesting Creditor from requesting that the Court conduct an *in camera* review of any information specifically responsive to the Requesting Creditor's request that the Committee claims is Confidential Information or Privileged Information.

(ii) In its Response to an Information Request for access to Confidential Information or Privileged Information, the Committee shall consider, in consultation with the Debtors, whether (A) the Requesting Creditor is willing to agree to reasonable confidentiality and trading

restrictions with respect to such Confidential Information or Privileged Information and represents that such trading restrictions and any information-screening process complies with applicable securities laws and other orders of this Court; and (B) under the particular facts, such agreement and any information-screening process that it implements will reasonably protect the confidentiality of such Confidential Information or Privileged Information; *provided, however*, that if the Committee elects to provide access to Confidential Information or Privileged Information on the basis of such confidentiality and trading restrictions, neither the Debtors nor the Committee shall have responsibility for the Requesting Creditor's compliance with, or liability for violation of, applicable securities or other laws. Any disputes with respect to this paragraph shall be resolved as provided in the preceding paragraph, and, to the extent applicable, the next paragraph.

(iii) Notwithstanding anything herein to the contrary, the Committee shall not be required to and shall not disseminate or provide to any person Confidential Information or Privileged Information that it is not entitled to provide pursuant to the By-Laws or any protective order entered in these cases (except as permitted pursuant to the terms of any such protective order) and nothing herein shall alter or affect the terms of any such protective order.

d. Release of Confidential Information of Third Parties:

If the Information Request implicates Confidential Information of the Debtors (or any other Entity) and the Committee agrees that such request should be satisfied, or if the Committee on its own wishes to disclose such Confidential Information to creditors, the Committee may make a request (the "Committee Information Request") for the benefit of the Debtors' creditors: (I) if the Confidential Information is information of the Debtors, by submitting a written request, each captioned as a "Committee Information Request," to counsel to the Debtors at Sidley Austin LLP, Attn: James F. Conlan, Larry J. Nyhan, Jeffrey C. Steen, Paul S. Caruso and Matthew G. Martinez ("Debtors' Counsel"), stating that such Confidential Information will be disclosed in the manner described in the Committee Information Request, which shall not propose disclosure in a manner inconsistent with this Protocol, unless the Debtors object to such Committee Information Request on or before five (5) business days after the service of such Committee Information Request; and, after the lodging of such an objection, the Committee, the Requesting Creditor and the Debtors may schedule a hearing with the Court seeking a ruling with respect to the Committee Information Request under 11 U.S.C. § 704(a)(7); and (II) if the Confidential Information is information of another Entity, by submitting a written request to such Entity and its counsel of record, with a copy to the Debtors' Counsel, stating that such information will be disclosed in the manner described in the Committee

Information Request unless such Entity objects to such Committee Information Request on or before five (5) business days after the service of such Committee Information Request; and, after the lodging of such an objection, the Committee, the Requesting Creditor, such Entity and the Debtors may schedule a hearing with the Court seeking a ruling with respect to the Committee Information Request. In the event of any objection to the disclosure of Confidential Information pursuant to this paragraph, no such information shall be disclosed to the extent provided in an order by the Court that has become final and non-appealable.

f. No Obligation to Disseminate to Non-Creditor:

Each Requesting Creditor must include in any Information Request information regarding its claim against the Debtors sufficient to satisfy the Committee, in its sole discretion, that such Requesting Creditor holds claims of the kind represented by the Committee. Nothing in this Protocol requires the Committee to provide access to information or solicit comments from any Entity that has not demonstrated to the satisfaction of the Committee, in its sole discretion, or to the Court, that it holds claims of the kind described in section 1102(b)(3) of the Bankruptcy Code.

g. Exculpation:

None of the Debtors, the Committee or any of their respective directors, officers, employees, members, attorneys, consultants, advisors and agents (acting in such capacity) (collectively, the “Exculpated Parties”), shall have or incur any liability to any Entity (including the Debtors and their affiliates) for any act taken or omitted to be taken pursuant to the procedures set forth herein; *provided, however*, that the foregoing shall not affect the liability of any Exculpated Party protected pursuant to this paragraph that otherwise would result from any such act or omission to the extent that such act or omission is determined in a final non-appealable order to have constituted a breach of fiduciary duty, gross negligence, or willful misconduct, including, without limitation, fraud and criminal misconduct, or the breach of any confidentiality agreement or order. Without limiting the foregoing, the exculpation provided in this paragraph shall be coextensive with any Exculpated Party’s qualified immunity under applicable law.