

IN RE ADELPHIA COMMUNICATIONS CORP., ET AL.

WEISER ACCESS AND INFORMATION PROTOCOL REGARDING INTERCOMPANY TRANSACTIONS

- I. Purpose. This Protocol will govern the scope of work to be performed by Weiser LLP (“Weiser”), the intercompany transaction consultants and advisors retained by the Official Committee of Unsecured Creditors (the “Committee”), and the access of Protocol Participants (as defined below) to Weiser, Weiser’s work product, and the applicable information and documentation related thereto made available pursuant to this Protocol with respect to intercompany transactions (the “Intercompany Subject Matters”). Nothing herein shall be deemed to provide any Protocol Participant access to Weiser with respect to tax matters, unless such matter also is an Intercompany Subject Matter.
- II. Parties
- A. Eligible Parties. The Debtors and any substantial individual unsecured creditor or group of unsecured creditors, including any unofficial or ad hoc committee of unsecured creditors, subject to the consent of the Committee and the Debtors, which consent shall not be unreasonably withheld, (the “Eligible Parties”), may elect to participate in the Weiser Access and Information Protocol (the “Protocol”). For the avoidance of doubt, Eligible Parties include: the ACC Ad Hoc Committee, the Ad Hoc Committee of Arahova Noteholders, the Ad Hoc Trade Claims Committee, the Equity Committee, and the Debtors. A legal, financial or other representative (a “Representative”) of an individual creditor or group of creditors is not an Eligible Party, although such representative may have access to information in accordance with this Protocol. For the purposes of this Protocol, a claim governed by section 510(b) of the Bankruptcy Code shall not be counted when determining if a person is an unsecured creditor.
- B. Protocol Participants. Each Eligible Party that (i) other than the Debtors and their legal, financial and other representatives, executes a confidentiality agreement and an agreement to limit in the trading of securities (a “Confidentiality Agreement”) reasonably acceptable to the Committee (or is otherwise bound by an appropriate obligation of confidentiality, including through the Committee’s by-laws); (ii) agrees to be bound to the terms of the Protocol; and (iii) makes the disclosure required by paragraph D below, shall be deemed to be a “Protocol Participant”. If some, but not all, of the members of an unofficial or ad hoc committee or group of creditors become Protocol Participants, such entities, and their Representatives, but not their committee or group as a whole, shall be deemed Protocol Participants. Those members of an unofficial or ad hoc committee, other than the Committee and its members, who are Protocol Participants shall participate jointly in meetings with Weiser, and not schedule separate meetings or contact Weiser separately.
- C. Information Barriers. Notwithstanding anything herein to the contrary, in the event an Eligible Party intends the provisions of this Protocol and the related

Confidentiality Agreement to apply solely to the conduct and activities of certain named individual persons associated with such Eligible Party (including, where applicable, a Representative to such Eligible Party) (collectively, the “Specified Persons”), such Eligible Party shall send a notice to the Committee and Weiser, which notice shall:

1. request that the Eligible Party be deemed to be a Protocol Participant, but that the restrictions contained on Protocol Participants only apply to the Specified Persons (an “Information Barrier Protocol Participant”),
2. contain a list of the Specified Persons,
3. include a representation that the Eligible Party and the Specified Persons shall not disclose, or provide access to, any Information to any Representative of the Eligible Party who is not a Specified Person, and
4. contain a description of the information barriers that will be put in place by the Eligible Party to ensure that Information is not disclosed to, or accessible by any Representative of the Eligible Party who is not a Specified Person.

Should an Eligible Party become an Information Barrier Protocol Participant, then, subject to such Information Barrier Protocol Participant’s compliance with the terms of this Protocol and the Confidentiality Agreement, the restrictions contained in this Protocol and the Confidentiality Agreement shall only apply to such Information Barrier Protocol Participant’s Specified Persons. Each Eligible Party that becomes an Information Barrier Protocol Participant understands and agrees that it is responsible for compliance with all applicable laws, rules, regulations and agreements relating to confidential information, and that the acceptance by the Committee of its request does not constitute an endorsement of the adequacy or legality of any information barriers or a waiver by the Committee of any of its rights.

- D. Disclosure of Holdings. Upon becoming a Protocol Participant, each unofficial or ad hoc committee or group of unsecured creditors shall file on the bankruptcy court docket, with a copy served on the Debtors and the Committee, its Rule 2019 Statement or a supplement thereto disclosing the name of the identity of its members and the aggregate holdings in securities of the Debtors or other claims of such members, and thereafter shall update such disclosure upon request from the Debtors or the Committee, which request may not be made more than once during any calendar month.

III. Access to Weiser and Scope of Weiser’s Work

- A. Scope of Work. Weiser’s investigation, analysis, and work with respect to the Intercompany Subject Matters shall be performed pursuant to the joint instruction of the Committee and the Protocol Participants. If the Committee and the Protocol Participants are unable to agree upon joint instructions, each of the

Committee and the Protocol Participants shall provide separate written instructions to Weiser, with copies to the other. In the case of separate instructions, subject to paragraph C, Weiser shall give the work performed in furtherance of the separate instructions equal priority.

- B. Meetings With Weiser. Protocol Participants and/or their Representatives, together with the other Protocol Participants and their Representatives, shall be entitled to meet with Weiser periodically (including substantially at the time such entity becomes a Protocol Participant) to discuss (i) the instructions for the investigation of the Intercompany Subject Matters and the work to be performed by Weiser and (ii) the results of Weiser's work related thereto, subject to Weiser's availability (which shall be determined in Weiser's sole and absolute discretion). At least three business days prior to any such meeting, notice of such meeting shall be given to counsel to the Committee, counsel to the other Protocol Participants and to Weiser. Counsel to, and representatives of, the Committee and the other Protocol Participants, are entitled to attend any and all such meetings.
- C. Weiser's Discretion. Notwithstanding anything herein to the contrary, each Protocol Party specifically acknowledges and agrees that Weiser is empowered to take what ever steps it deems necessary within the exercise of its professional judgment and discretion to investigate the Intercompany Subject Matters. Any requests for specific steps or investigations to be under taken by Weiser shall be made as set forth in Sections III.A above. Weiser shall have the discretion to prioritize specific requests, reconcile competing demands in its discretion, and to limit the number of attendees of a Protocol Participant at a meeting (so long as it is applied equally among the Protocol Participants), subject to management by the Committee.
- D. Periodic Updates. Weiser shall provide reports that contain updates to each Protocol Participant of its progress periodically, including a summary of the instructions and requests that it has received from Protocol Participants or the Committee, at such times and in such a manner as is deemed appropriate by Weiser in its sole and absolute discretion. All such updates shall also be provided to the Committee and, if such updates are to take place at a meeting with Weiser (whether by telephone, in person or otherwise), notice shall be given to counsel to the Committee and counsel to the other Protocol Participants at least three business days prior to any such meeting of Protocol Participants and counsel to the Committee and Committee representatives may attend any such meetings.
- E. Termination of Access to Information. The Committee shall have the right to terminate a Protocol Participant's access to Weiser, Weiser's work product and the information related thereto pursuant to this Section III, upon the Committee's written notice to such participant of the Committee's reasonable determination that such Protocol Participant or its Representative has violated the terms of this Protocol or the related Confidentiality Agreement. Any Protocol Participant denied access to information pursuant to this Section III may contest such determination by application to the Bankruptcy Court on notice to the Committee

and all other Protocol Participants. Notwithstanding the foregoing, absent further order of the Court, the Debtors' access to information and Weiser pursuant to this Protocol shall not be terminated.

- F. Use of Information. Subject to the order approving Weiser's retention and the confidentiality and other requirements of this Protocol, the Information obtained by a Protocol Participant (other than the Debtors with respect to their own information) pursuant to the terms of this Protocol and the related Confidentiality Agreement may be used by such Protocol Participant solely in connection with matters relating to a plan and disclosure statement for the Debtors and the distributions to be provided under such plan.
- G. Sharing of Information. Information gained by any Protocol Participant (other than the Debtors with respect to their own information) may only be shared by such Protocol Participant with a person that is a Protocol Participant, including with respect to an Information Barrier Protocol Participant with its Representatives who are Specified Persons.
- H. No Waiver. This Protocol is without prejudice to the Committee's right to assert that documents, materials or information provided to Protocol Participants pursuant to this Protocol are subject to a claim of privilege or protection on the basis of the attorney-client privilege, attorney work product, or on the basis that it was prepared in anticipation of litigation, or on any other ground whatsoever and all such rights are specifically reserved and not waived, notwithstanding any access to any such documents, materials or information (or copies thereof) provided to Protocol Participants, and any such access shall not constitute estoppel as to any claim that the materials are privileged or otherwise protected from disclosure.

IV. Effectiveness of Protocol and Termination

- A. Each Confidentiality Agreement shall be effective upon its execution by the parties thereto.
- B. Any Protocol Participant may voluntarily withdraw from the Protocol upon three days' prior written notice to counsel to the Committee, counsel to the Debtors and Weiser.
- C. The provisions of the Confidentiality Agreement and the applicable sections of this Protocol limiting dissemination and use of Information shall survive the termination of the Protocol and/or the withdrawal of a Protocol Participant and continue in full force and effect.
- D. The Confidentiality Agreements and this Protocol shall terminate upon the later of (i) consummation of a plan for the Debtors and (ii) resolution of the Intercompany Subject Matters by a final and non-appealable order of the Bankruptcy Court.

- V. Waiver. The Committee may waive or amend the restrictions contained in this Protocol as they relate to the Protocol Participants in general and may not waive or amend the restrictions related to only some of the Protocol Participants; provided, however, that no such amendment that increases the restrictions on, or abrogates the rights of, any individual Protocol Participant or the Protocol Participants in general shall be binding on such entities, unless such amendment has either been (a) consented to in writing by the entity in question, or (b) approved by the Bankruptcy Court after reasonable notice to the Protocol Participants.
- VI. Discovery. Nothing contained in this Protocol shall limit or prevent any Protocol Participant from obtaining any information through any lawful means, including without limitation, under Rule 2004 of the Federal Rules of Bankruptcy Procedure, by subpoena, discovery request or otherwise; provided, that no information obtained pursuant to the other Sections of this Protocol may be used as a basis for, or in connection with, such efforts. Such parties shall have the right to seek discovery of any information already provided hereunder. Any information obtained under this section shall not be subject to the terms of this Protocol; provided, however, that nothing herein shall prejudice the Debtors' or the Committee's right to seek a protective order or similar relief with respect to such discovery.
- VII. Bankruptcy Court. The Bankruptcy Court will have jurisdiction to adjudicate any disputes under this Protocol.