

CONFIDENTIALITY AGREEMENT AND ORDER

It is hereby stipulated and agreed (the “Agreement and Order”), by and between the undersigned counsel for the parties (the “Parties”) to the above arbitration proceeding (the “Arbitration”), and ordered by Hon. Anthony J. Carpinello (the “Arbitrator”), as follows:

1. All Discovery is Confidential. All discovery, whether in tangible or electronic form, including copies or other reproductions, excerpts, summaries, abstracts, or other documents that paraphrase, excerpt, or summarize discovery materials, including but not limited to pleadings, declarations, briefs or other papers filed with the Arbitrator, are “Confidential Material,” shall be treated as confidential, and shall be subject to all applicable protections and provisions of this Agreement and Order. (Pleadings, declarations, briefs or other papers that have been publicly filed or are publicly available shall not be considered “Confidential Material” for purposes of this Agreement and Order.)

2. Proceedings before the Arbitrator Are Confidential. Transcripts of any conferences, hearings or other proceedings before the Arbitrator are also Confidential Material, shall also be treated as confidential (except as provided above), and shall also be subject to all other applicable protections and provisions of this Agreement and Order.

3. Disclosure of Confidential Material. Subject to the provisions of subparagraph 3(d) below, Confidential Material under this Agreement and Order shall not be used or disclosed by any party receiving the Confidential Material (the “Receiving Party”) or any persons identified in subparagraphs (a) and (b) below for any purposes whatsoever other than preparing for and conducting the Arbitration; provided, however, that a Receiving Party may use for any legitimate, lawful and proper purpose Confidential Material which becomes public through acts

that do not violate this Agreement and Order or which the Receiving Party independently derives or develops from non-confidential sources.

(a) Disclosure of Confidential Information. The Receiving Party or Parties shall not disclose or permit the disclosure of any Confidential Material to any other person or entity, except that disclosures may be made to the following:

(i) JAMS and JAMS Personnel. The Arbitrator and any JAMS personnel involved in this Arbitration.

(ii) Counsel and Employees of Counsel. Inside or outside counsel for the Parties and their employees and consultants who have responsibility for advising the Parties concerning the matters at issue in the Arbitration and/or the preparation, prosecution and trial of this Arbitration.

(iii) Employees of Party. Employees, directors, or officers of a Party, and, on a need-to-know basis in order to provide services in respect of the D.B. Zwirn Special Opportunities Fund, L.P. f/k/a Highbridge/Zwirn Special Opportunities Fund, L.P., n/k/a Fortress Value Recovery Fund I LLC (the "Fund"), any affiliate of a Party. Any such employee, director, officer or affiliate to whom a Party makes a disclosure shall be informed of, and become subject to, the provisions of this Agreement and Order requiring that the documents and information be held in confidence, and used solely for the purposes of this Arbitration.

(iv) Former Employees of Party. Former employees, directors, or officers of a Party. Any such former employee, director, or officer to whom a Party discloses Confidential Material shall be informed of and agree in writing to be subject to the provisions of this Agreement and Order requiring that the documents and information be held in confidence by

signing an undertaking in the form of Exhibit A to this Agreement and Order, to be retained by the disclosing Party.

(v) Court Reporters and Document Services. Court reporters engaged for any purpose regarding this Arbitration and those persons, if any, specifically engaged for the limited purpose of copying, processing or managing documents relating to this Arbitration.

(vi) Experts. Consulting or testifying experts, licensed investigators or any other person employed or retained to provide specialized advice to counsel or the parties in connection with the Arbitration (hereinafter referred to collectively as “experts”). Prior to disclosure to any expert, the expert shall be informed of and agree to be subject to the provisions of this Agreement and Order requiring that the documents and information be held in confidence and used solely for the purposes of this Arbitration by signing an undertaking in the form of Exhibit A to this Agreement and Order, which shall be retained by the disclosing Party.

(vii) Recipients. The author, addressee and any other person indicated on the face of the document as having received a copy.

(viii) Witnesses. Any witnesses or potential witnesses whom a Party in good faith believes may be called to testify in connection with this Arbitration. Any such witness shown Confidential Material must be informed of and agree in writing to be subject to the provisions of this Agreement and Order requiring that the documents and information be held in confidence and used solely for the purposes of this Arbitration by signing an undertaking in the form of Exhibit A to this Agreement and Order (in which case such undertaking shall be retained by the disclosing Party) or by agreeing to be subject to that Agreement and Order on the record. If a Party uses Confidential Material at a deposition of a person who is not an officer, director or employee of a Party, that person shall be provided with a copy of this Agreement and

Order and advised on the record that he or she may not disclose or use for other purposes the substance of any Confidential document used at the deposition and that doing so would be a violation of this Agreement and Order.

(ix) Agreed Persons. Any other person agreed to in writing by the Producing Party (as defined below).

(x) Insurers. Representatives of issuers of insurance policies under which any issuer may be liable to satisfy part or all of a judgment which may be entered in this Arbitration or to indemnify or reimburse for payments or costs associated with this Arbitration. Prior to disclosure to any insurance representative, the representative must be informed of and agree to be subject to the provisions of this Agreement and Order requiring that the documents and information be held in confidence.

(b) Efforts to Maintain Confidentiality. Except as provided in subparagraph 3(a) above, the Parties shall keep all Confidential Material which is received under this Agreement and Order secure within their exclusive possession (or the possession of their counsel) and shall make reasonable efforts to place such documents in a secure area at the Party's (and/or its counsel's) offices. The party obtaining the undertakings in the form of Exhibit A shall retain them during the course of this Arbitration. The undertakings for witnesses whose identities have not been disclosed shall be considered attorney work-product and need not be produced to anyone unless the Arbitrator so orders. If Confidential Material is disclosed to any person other than in the manner authorized by this Agreement and Order, the Party responsible for the disclosure shall, immediately upon learning of such disclosure, inform the Party that initially produced the Confidential Material at issue (the "Producing Party") (on notice to all other Parties) of all pertinent facts relating to such disclosure and shall make every effort to

retrieve the Confidential Material and to prevent the occurrence of any further disclosure not authorized by this Agreement and Order.

4. Requests for Confidential Material. If, in conjunction with a matter other than this Arbitration, Confidential Material is subpoenaed or requested from a Party that receives Confidential Information (the “Receiving Party”) by any person, court, arbitral, administrative, regulatory or legislative body, the person to whom the subpoena or other request is directed shall give written notice thereof as soon as reasonably practical to counsel for the Producing Party and, unless prohibited by applicable law, shall enclose a copy of the subpoena or other request and shall provide the Producing Party with an opportunity to object to the production of the Confidential Material. The Receiving Party shall also cooperate with all reasonable efforts by the Producing Party to prevent disclosure of such Confidential Material.

5. Confidential Material Filed with Any Court. To the extent that any materials subject to this Agreement and Order (or any pleading, motion or memorandum referring to them) are proposed to be filed or are filed with any court (state or federal), the party proposing to file such materials shall make an appropriate motion or other application in that court to file any Confidential Material under seal.

6. Disclosure by Producing Party. This Agreement and Order does not restrict in any manner the use of or disclosure by a Producing Party of any information contained in its own documents and materials.

7. Return of Confidential Material at Conclusion of Arbitration. The provisions of this Agreement and Order shall continue to be binding after final termination of this Arbitration. Within ninety (90) days after final conclusion of all aspects of this Arbitration including any proceeding to confirm any award in this Arbitration, and any appeals from any final confirmation

order, any Receiving Party in possession of Confidential Material shall, at the option of the Receiving Party: (i) return such documents and materials to the Producing Party or (ii) certify in writing to counsel to the Producing Party that he or she has destroyed or permanently deleted those documents and materials and the portions of all other material containing such Confidential Material. This provision shall not apply to Confidential Material in the possession of counsel to any party in this Arbitration, provided that counsel does not disclose such materials to any person other than in accordance with the provisions of paragraph 4, above. This provision shall not prohibit the parties from maintaining such documents necessary to comply with their respective legal, compliance and/or automated backup archiving practices.

8. Disclosures to Auditors/Investors. The Parties agree and acknowledge that Claimants Fortress VRF I LLC and Fortress Value Recovery Fund I LP (together, "Claimants") shall be permitted, without risk of violating this Agreement and Order, to make (a) to their auditors, any disclosures with respect to this Arbitration necessary for such auditors to perform their work for the Claimants; and (b) to their investors, such disclosures with respect to this Arbitration to the extent that Claimants believe in good faith are necessary to satisfy their fiduciary and contractual obligations and applicable regulatory requirements.

9. Inadvertent Production. If a Producing Party inadvertently produces material that is subject to the attorney-client, work product privilege, or other privilege, the Producing Party shall so notify each Receiving Party to whom the privileged material was produced promptly upon the Producing Party's discovery of the inadvertent production, and the Receiving Party or Parties shall promptly (a) return that material, (b) destroy any and all copies thereof in their possession, (c) make reasonable efforts to obtain the material if previously provided to any expert or other person, and (d) advise the Producing Party in writing that this has been done. If

the Producing Party provides such notice promptly after its discovery of the inadvertent production, the inadvertent production shall not constitute a waiver of any privilege. If a Receiving Party contests the claim of privilege or the promptness of the Producing Party's notice of the inadvertent production, the material in question shall be retained by the Receiving Party, but, until the matter has been presented to the Arbitrator and a ruling on the privilege or promptness issue has been rendered, it shall not be further disclosed to anyone or used for any purpose other than resolution by the Arbitrator of the privilege or promptness issues. If the Receiving Party receives privileged material that the Receiving Party reasonably believes was inadvertently produced, the Receiving Party shall promptly return that material, destroy any and all copies thereof in their possession, and advise counsel for the Producing Party in writing that this has been done.

10. Disputes. Any and all disputes relating to this Agreement and Order ("Disputes") shall be submitted to and resolved by the Arbitrator. To the extent resolution by the Arbitrator is not practicable (because, for example, the Arbitration has been completed, or a third party not a party to the Arbitration is involved in the Dispute), the Parties agree to submit Disputes to the jurisdiction of the State and Federal Courts located in the County of New York, State of New York.

Dated: New York, New York
October __, 2010

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SO ORDERED:

Hon. Anthony J. Carpinello, Arbitrator

EXHIBIT A

UNDERTAKING

I certify that I have read and am fully familiar with the terms of the Confidentiality Agreement and Order (the "Agreement and Order") dated _____, 2010 in this Arbitration. I agree to be bound by the terms of the Agreement and Order, will treat Confidential Material (as defined in the Agreement and Order) as confidential, and will not divulge Confidential Material to persons other than those specifically authorized by the Agreement and Order. I further agree that I will use the Confidential Material only for purposes of this Arbitration and will not use the Confidential Material for any other purpose. Finally, I agree to submit to the jurisdiction of the State and Federal Courts located in the County of New York, State of New York with respect to the enforcement of the terms of this Undertaking.

Date

Signature

Printed Name

Address and Telephone Number