

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
	:	
DYNEGY HOLDINGS, LLC, <u>et al.</u> , ¹¹	:	Case No. 11-38111 (CGM)
	:	
	:	Jointly Administered
Debtors.	:	
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**CONFIDENTIALITY AGREEMENT AND
PROPOSED STIPULATED PROTECTIVE ORDER**

This Confidentiality Agreement and Proposed Stipulated Protective Order (“Confidentiality Agreement” or “Order”) is entered into among Dynegy Holdings, LLC (“DH”) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (each a “Debtor” and collectively, the “Debtors”), David Hershberg, as the Independent Manager of DH (the “Independent Manager”), Dynegy Inc., and all of its non-debtor affiliates (“DI”), Claren Road Asset Management, LLC (“Claren Road”), DO SI Limited (“CQS”), U.S. Bank National Association, as successor indenture trustee under the Lease Indentures and successor pass through trustee under the Pass Through Trust Agreement, as directed by a majority of the Lease Certificate Holders² (the “Lease Trustee”), a group of beneficial owners (or advisors, nominees or investment managers for the beneficial owner(s)) of a portion of the

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are Dynegy Holdings, LLC (8415); Dynegy Northeast Generation, Inc. (6760); Hudson Power, L.L.C. (NONE); Dynegy Danskammer, L.L.C. (9301); and Dynegy Roseton, L.L.C. (9299). The location of the Debtors’ corporate headquarters and the service address for Dynegy Holdings, LLC, Dynegy Northeast Generation, Inc. and Hudson Power, L.L.C. is 1000 Louisiana Street, Suite 5800, Houston, Texas 77002. The location of the service address for Dynegy Roseton, L.L.C. is 992 River Road, Newburgh, New York 12550. The location of the service address for Dynegy Danskammer, L.L.C. is 994 River Road, Newburgh, New York 12550.

² A capitalized term used with respect to the Lease Trustee has the meaning used in the Settlement Motion (defined below).

outstanding Senior Notes issued by DH, solely in their capacity as holders of such Senior Notes and not in any other capacity (the “Consenting Senior Noteholders”), and the Official Committee of Unsecured Creditors (the “Committee”), each through its counsel;

WHEREAS, on November 7, 2011, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, on March 11, 2012, the United States Trustee moved the Court for an order directing the appointment of a chapter 11 trustee pursuant to section 1104 of the Bankruptcy Code (the “UST Motion”);

WHEREAS, on March 28, 2012, Claren Road joined in the UST Motion;

WHEREAS, on April 5, 2012, Claren Road served upon the Debtors and Mr. Robert C. Flexon subpoenas for document discovery and deposition testimony (the “First Subpoenas”);

WHEREAS, on April 18, 2012, Claren Road separately moved for an order directing the appointment of a chapter 11 trustee pursuant to section 1104 of the Bankruptcy Code (the “Claren Road Motion”);

WHEREAS, on April 23, 2012, the Debtors and Mr. Flexon moved to quash the First Subpoenas (the “Motion to Quash”);

WHEREAS, on April 30, 2012, the Debtors filed the Debtors’ Motion for Approval of Settlement Between the Debtors and the Settlement Parties Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Settlement Motion”);

WHEREAS, on May 2, 2012, the Court granted in part the Motion to Quash;

WHEREAS, on May 2, 2012, Claren Road served upon counsel for the Debtors and Mr. Robert C. Flexon subpoenas for document discovery and deposition testimony;

WHEREAS, on May 4, 2012, CQS purportedly served upon the Debtors, Lazard Ltd, FTI Consulting Inc., Houlihan Lokey Inc., and Blackstone Advisory Partners subpoenas for document discovery and deposition testimony (the “CQS Subpoenas”);

WHEREAS, the parties to this agreement have sought or may seek certain discovery from one another with respect to the Claren Road Motion and the Settlement Motion (collectively, the “Motions”), including through service of document requests, interrogatories, depositions, and otherwise as provided by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Court.

To expedite the exchange of discovery materials, to facilitate the prompt resolution of disputes over confidentiality, and to protect discovery material entitled to be kept confidential, the Parties stipulate and agree as follows:

Scope of Confidentiality Agreement

1. This Confidentiality Agreement applies to all information, documents and things exchanged in or subject to discovery in relation to the Motions, in response to or in connection with any request for information or discovery related to the Motions, including without limitation, deposition testimony (whether based upon oral examination or written questions), interrogatories, answers to interrogatories, requests for admission, responses to requests for admission, documents and things produced (including documents and things produced to the receiving Party for inspection and documents and things provided to the receiving Party, whether in the form of originals or copies) as well as any and all copies, abstracts, digests, notes, summaries, and excerpts thereof (collectively referred to as “Discovery Material”).

2. This Confidentiality Agreement is intended by the parties to govern the production of documents and information in connection with discovery in relation to the Motions

before any hearing or trial on the Motions. The Parties agree to confer and negotiate in good faith concerning a separate agreement or order regarding the use of any Discovery Material at any hearing or trial on the Motions.

3. Nothing in this Confidentiality Agreement shall limit the right of any Party to object to the production or disclosure of any Discovery Material on any ground including, without limitation, that Discovery Material is protected from disclosure by the attorney-client privilege, attorney work product doctrine, or any other immunity from discovery.

4. Nothing in this Confidentiality Agreement shall be construed as an admission or agreement that any topic, document or information is or is not otherwise subject to discovery or admissible into evidence.

5. The Parties agree that the Parties shall submit this Confidentiality Agreement to the Court to serve as a Stipulated Protective Order for governing information exchanges and discovery relating to the Motions. The Parties expressly agree to abide by the terms of this Confidentiality Agreement pending action by the Court to either enter or deny the same as the Order.

Inadvertent Production of Discovery Material

6. Pursuant to Federal Rule of Evidence 502, the inadvertent production of any Discovery Material that is privileged or otherwise immune from discovery shall not be deemed a waiver of, or restriction on a Party's ability to assert, any claim of privilege or other protection from disclosure afforded to such Discovery Material, including but not limited to the attorney-client privilege, the attorney work-product doctrine, any other immunity from disclosure, or, in the absence of an appropriate confidentiality agreement, confidentiality. If a Party determines that Discovery Material has been inadvertently produced, the Party to whom the Discovery

Material was inadvertently produced shall, immediately upon the producing Party's assertion of privilege or immunity from disclosure, return the Discovery Material. In the event that the Party to whom the Discovery Material was produced disputes the claim of privilege, it may file a motion requesting that the Court compel the production of the Discovery Material.

Confidential Information

7. A Producing Person may designate Discovery Material as "Confidential" if such Producing Person believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or includes information: (i) that has not been made public and that the Producing Person would not want to be made public in the ordinary course of its activities, including but not limited to technical, business, financial, personal or other information of a nature that can be protected under Federal Rule of Civil Procedure 26(c) and Federal Rule of Bankruptcy Procedure 7026; or (ii) that the Producing Person is under a preexisting obligation to a third party to treat as confidential; or (iii) that the Producing Person has been requested by another Party or Non-Party to so designate on the ground that such other Party or Non-Party considers such material to contain information that is confidential or proprietary to such Party or Non-Party ("Confidential Information").

8. Any Discovery Material may be designated as Confidential Information by stamping the document with the legend "Confidential" prior to production or by notifying the Receiving Party, either prior or subsequent to production, that such material shall be designated as Confidential.

Professionals-Eyes Only Information

9. A Producing Person may designate Discovery Material as “Professionals-Eyes-Only Information” if such Producing Person believes in good faith (or with respect to documents received from another person, has been advised by such other person) that such Discovery Material constitutes or includes Confidential Information (as defined herein) that is of such a nature that a risk of competitive injury would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 17 of this Order, such as trade secrets.

10. Any Discovery Material may be designated as Professionals-Eyes-Only Information by stamping the document with the legend “Professionals Eyes Only” prior to production or by notifying the Receiving Party, either prior or subsequent to production, that such material shall be designated as Professionals Eyes Only.

Treatment of Confidential Information and Professionals-Eyes-Only Information

11. Where reasonably practicable Professionals-Eyes-Only Information or Confidential Material shall be designated by the Producing Person as such by marking every such page “Professionals-Eyes-Only Information” or “Confidential,” respectively. Such markings should not obliterate or obscure the content of the material that is produced. Where marking every page of such materials is not reasonably practicable, such as with certain native file documents, a Producing Person may designate material as “Professionals-Eyes-Only Information” or “Confidential” by informing the person to whom the material is provided in writing in a clear and conspicuous manner of such material, that such material is “Professionals-Eyes-Only Information” or “Confidential.”

12. Subject to any restrictions on the use thereof, Confidential Information and Professionals-Eyes-Only Information shall not be used for any purpose other than the prosecution or defense of these Motions and any other proceedings in this bankruptcy case. Subject to the terms set forth herein, no one shall be permitted access to Confidential Information or Professionals-Eyes-Only Information except for the prosecution or defense of these Motions, except that any Party may use its own Confidential Information or Professionals-Eyes-Only Information for any purpose.

13. Extracts and summaries of Confidential Information or Professionals-Eyes-Only Information shall also be treated as Confidential Information or Professionals-Eyes-Only Information as the case may be.

14. Any party wishing to designate deposition testimony as Confidential Information or Professionals-Eyes-Only Information may do so on the record during the deposition or within three (3) business days after receipt of the deposition transcript by providing written notice of the designation to the other parties and any other affected person(s). Any depositions, if not designated on the record at the deposition as Professionals-Eyes-Only Information, shall presumptively be treated as Confidential Information during the three (3) day period described in the preceding sentence. To the extent that a party designates a portion of deposition testimony as Confidential Information or Professionals-Eyes-Only Information on the record of the deposition, any party or entity restricted from viewing or receiving such information shall leave the deposition during such testimony.

15. The designations Confidential Information and Professionals-Eyes Only Information shall not include and will not apply to any information that: (i) is or becomes generally available to the public other than through disclosure in violation of this Confidentiality

Agreement; (ii) was available to any party on a non-confidential basis before the producing party disclosed the information in discovery; (iii) is filed in any pending or prior litigation, unless such document is duly filed under seal; (iv) is intentionally made public by the producing party; (v) is information developed by a party independently of any disclosures made by a producing party of such information; (vi) is determined by a court of competent jurisdiction to be non-confidential or appropriately subject to public access; or (vii) constitutes any internal data or analysis generated or obtained from information of the kind described in (i) through (vi) above without reference to Confidential Information and Professionals-Eyes Only Information.

16. Confidential Material shall be given, shown, made available to or communicated only to the following:

- a. the Parties;
- b. outside counsel (including counsel to the Committee and counsel to any member of the Committee), and staff working under the express direction of such counsel for the Parties with respect to any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- c. consulting and testifying experts (and their respective staff) that are retained in connection with the Motions and any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- d. any person who is indicated on the face of a document to have been, or whom counsel for a Party has a good faith basis to believe was an author, addressee or recipient thereof, provided, however, that a person identified solely in this subparagraph shall not be permitted to retain copies of such Confidential Information;
- e. the Court and all employees thereof, its officers and clerical staff in any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- f. court reporters and videographers;
- g. employees of outside copying, printing, binding, or other litigation support companies; and

- h. court reporters, stenographers, or videographers who record deposition or other testimony at any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases; and

17. Professionals-Eyes-Only Information shall be given, shown, made available to or communicated only to the following:

- a. outside counsel (including counsel to the Committee and counsel to any member of the Committee), and staff working under the express direction of such counsel for the Parties with respect to any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- b. consulting and testifying experts (and their respective staff) that are retained in connection with the Motions and any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- c. any person who is indicated on the face of a document to have been, or whom counsel for a Party has a good faith basis to believe was an author, addressee or recipient thereof, provided, however, that a person identified solely in this subparagraph shall not be permitted to retain copies of such Professionals-Eyes-Only Information;
- d. the Court, its officers and clerical staff in any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases;
- e. employees of outside photocopying, graphic production services, or litigation support services;
- f. court reporters, stenographers, or videographers who record deposition or other testimony at any hearing or proceedings related or pertaining to the Motions in these Chapter 11 Cases; and
- g. any other person or entity with respect to whom the Producing Person may consent in writing.

18. Professionals-Eyes-Only Information and the substantive information contained within such items shall only be given, shown, made available to, disclosed or communicated in any way to those people provided in Paragraph 17. Confidential Material and the substantive

information contained within such items shall only be given, shown, made available to, disclosed or communicated in any way to those people provided in Paragraph 16.

19. Before any person or their representative identified in Paragraphs 16(c) and 17(b) is given access to Discovery Materials designated “Confidential” or “Professionals-Eyes-Only Information,” if allowed by the above rules, such person or their representative shall be provided with a copy of this Order and shall acknowledge in a written statement, in the form provided as Exhibit A hereto, that he or she read the Order and agrees to be bound by the terms thereof. Such executed forms shall be retained in the files of counsel for the Party who gave access to the Discovery Materials designated as “Confidential” or “Professionals-Eyes-Only Information” to the person who was provided such access. Such executed forms shall not be subject to disclosure under the Federal Rules of Civil Procedure or the Federal Rules of Bankruptcy Procedure unless a showing of good cause is made and the Court so orders; provided, however, a Party shall provide copies of executed forms in its possession upon request by another Party hereto.

20. A receiving Party who reasonably and in good faith believes that materials containing Confidential Information or Professionals-Eyes-Only Information is necessary for the Court to consider in connection with such Party’s pleading, brief, memorandum, affidavit, motion, or other filing with the Court related to the Motions, and who seeks to file with the Court any deposition transcripts, exhibits, or other documents that have previously been designated as containing Confidential Information or Professionals-Eyes-Only Information, and any pleading, brief, memorandum, affidavit, motion, or other filing with the Court of any kind that reproduces, paraphrases or discloses Confidential Information or Professionals-Eyes-Only Information, such party may file with the Court and simultaneously serve on the Producing Party and any other

party to this protective order any documents described above by submitting such documents to the Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of these bankruptcy cases, the words “CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATED PROTECTIVE ORDER” as indication of the nature of the contents, and a statement substantially in the following form: “This envelope, containing documents which are being filed in this case contemporaneously herewith by (name of Party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the parties and their counsel of record, except by order of the Court or consent of the parties for a period of five (5) days from when such documents are filed and served on the Producing Party, or for such period of time as agreed to by the parties or ordered by the Court” (the “Sealed Period”). If, after the Sealed Period has passed, no party has made a motion to maintain the confidentiality of the document(s) filed under seal, such document(s) shall be un-sealed and made publicly available without further order of the Court. If, however, a Party wishes to maintain the confidential nature of such document(s) beyond the Sealed Period, the Party shall file within the Sealed Period a motion setting forth the legal basis for maintaining the documents under seal and shall seek to have such motion heard on an expedited basis. Documents subject to such a motion shall not be unsealed until final resolution of any such motion. Such documents shall be returned by the Clerk upon disposition of the bankruptcy case.

21. To the extent that a receiving Party seeks to file with the Court any deposition transcripts, exhibits, or other documents which have previously been designated as comprising any Confidential Information or Professionals-Eyes-Only Information, and any pleading, brief, memorandum, affidavit, motion or other filing with the Court of any kind which reproduces, paraphrases, or discloses Confidential Information or Professionals-Eyes-Only Information, such

party shall follow the procedures set forth in Paragraph 20; provided, however, that absent prior written consent of the producing party, unredacted copies of such pleading, brief, memorandum, affidavit, motion or other filing with the Court of any kind may only be disclosed to the Court, the producing party and only to parties to which disclosure has not been restricted.

22. Nothing in Paragraphs 20 and 21 above shall preclude the filing Party from also publicly filing a redacted version of any Court filing that removes reference to Confidential Information and/or Professionals-Eyes-Only Information.

23. If any receiving Party objects to the designation of any Discovery Material as Confidential Information or Professionals-Eyes-Only Information, the receiving Party shall first raise the objection with the producing Party responsible for such designation, and seek to confer in good faith by telephone or in person to attempt to resolve any dispute respecting the terms or operation of this Order. If such a dispute cannot be resolved after such objection is first raised, the objecting Party may then move the Court to do so, including on an expedited basis.

Waiver, Modification Dissolution or Termination of Confidentiality Agreement

24. The terms and conditions of this Confidentiality Agreement shall survive the resolution of the Motions and the termination of the Bankruptcy Cases. No part of the restrictions imposed by this Confidentiality Agreement may be waived, modified, dissolved or terminated, except by written agreement executed by counsel of record for the Parties, or by an order of the Court.

25. This Confidentiality Agreement may be modified only by written agreement of the Parties, or by an order of the Court for good cause shown. This Confidentiality Agreement is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

Survival of Other Confidentiality Agreements

26. To the extent the parties to this Agreement have entered into other confidentiality agreements in these cases, they will continue to abide by those agreements as well, in connection with any information that is produced in connection with the Motions.

Violation of Confidentiality Agreement

27. The Parties hereby acknowledge that a breach of this Confidentiality Agreement will give rise to irreparable harm for which monetary damages will not be an adequate remedy. The Parties hereby consent to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purpose of resolving all such disputes.

Headings

28. The headings in this Confidentiality Agreement are for convenience only and are not intended to affect or alter the text of the paragraphs or the substance of this Confidentiality Agreement.

Miscellaneous

29. Any person receiving Confidential Information or Professionals-Eyes-Only Information shall not reveal to, or discuss such information with any person not entitled to receive such information under the terms hereof.

30. Nothing in this Order shall affect the obligation of any person, including the Parties, to continue to comply with any confidentiality obligation to another person, including a Party, with respect thereto.

31. The protections of this Order shall be available to Non-Parties that are served with subpoenas in connection with the Motions or who otherwise produce documents or are noticed for deposition in connection with the Motions or any hearing or proceedings related or pertaining

thereto, provided that any such Non-Parties seeking to invoke the protections provided by this Order shall follow the procedures set forth herein for Parties, to the extent applicable.

32. Any person or Party subject to this Order that may be subject to a motion or other form of legal process or any regulatory process or demand seeking the disclosure of another Party's or Non-Party's information designated as Confidential Information or Professionals-Eyes-Only Information shall: (i) promptly notify the Producing Person to enable it to have an opportunity to appear and be heard on whether that information should be disclosed; and (ii) shall not produce or provide such materials or information unless required by court order, law or regulation, or with the consent of the Producing Person. Notwithstanding anything herein to the contrary, the parties to this agreement may disclose Confidential or Professional Eyes Only information to internal auditors or regulatory having jurisdiction over such party.

33. Except as provided in this Paragraph, following a Producing Person's production or dissemination of Discovery Material, the failure to designate particular Discovery Material as Confidential Information or Professionals-Eyes-Only Information at the time of production shall not operate to waive a Producing Person's right to later designate such Discovery Material as Confidential Information or Professionals-Eyes-Only Information. No Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material has been disclosed or used in a manner inconsistent with the later designation. If, after receiving notice of designation by a producing Party, a receiving Party determines that Confidential Information or Professionals-Eyes-Only Information has been disclosed to persons not entitled to receive Confidential Information or Professionals-Eyes-Only Information, the receiving party shall notify the producing Party of such disclosure and the receiving Party shall immediately take

all reasonable steps to recover the Confidential Information or Professionals-Eyes-Only Information from any person or party to which it was disclosed.

34. The Parties hereby consent to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purpose of resolving all disputes relating to this Order.

35. Within thirty (30) days after a written request made by a producing Party following the final resolution of the Motions and exhaustion of all appeals, if any, all Confidential Material or Information or Professionals-Eyes-Only Material or Information shall be returned to the producing Party or shall be destroyed, at the option of the receiving Party. In the event that any Party chooses to destroy materials, such party shall certify in writing within thirty (30) days of the final resolution of the Motions that it has destroyed such materials. Notwithstanding anything to the contrary, counsel of record for the Parties may retain one copy of documents constituting work product, a copy of pleadings, court filings, motion papers, discovery responses, deposition transcripts and deposition and trial exhibits. This Confidentiality Agreement shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility.

36. This Confidentiality Agreement may be executed in counterparts.

Dated May __, 2012

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*Counsel for U.S. Bank National Association,
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Dated: May 16, 2012
Poughkeepsie, New York

SO ORDERED:

/s/ Cecelia G. Morris

Honorable Cecelia G. Morris
Chief United States Bankruptcy Judge