

EXHIBIT 2

ARTICLE IX.
CONFIDENTIALITY OF INFORMATION

Section 1. It is expected that from time to time the Committee will be provided with confidential information by the Debtors and perhaps from other sources. Each member of the Committee is aware of the fiduciary duties that it has to all unsecured creditors of the Debtors and agrees that at all times it will act in accordance with such duties in dealing with and preserving confidential information. All information, documents, matters, directions, and oral statements, of whatever kind, that is non-public, confidential, attorney-client, or attorney work product in nature, either provided by the Debtors or their professional advisors or developed or made by members or Representatives, or by Committee Counsel, or by other professionals employed by the Committee, at Committee meetings or otherwise, as well as all deliberations and votes taken by the Committee, including, without limitation, non-public information concerning the Debtors' assets, liabilities, business operations, business practices, business plans, intellectual property and trade secrets, financial projections, financial and business analysis and compilations and studies relating to the foregoing (collectively, "Confidential Information"), are deemed confidential and, except as required by applicable law or order of the Court, shall not, under any circumstances, be disclosed to any person (including the press), other than members not in attendance (in the case of information provided at Committee meetings) and designated Representatives or alternative Representatives, the Committee Counsel, and other professionals employed by the Committee, subject in each case to such other parties' agreement to be bound by the terms of this Article IX. Whenever the Committee Counsel is notified that any information to be provided to the Committee by third parties is Confidential Information, the Committee Counsel shall promptly inform all Committee members of such notification; provided that the foregoing sentence shall not limit in any way the extent to which any information constitutes Confidential Information.

The Committee members recognize and agree that the Debtors may designate, in good faith and in writing, certain Confidential Information as being restricted Confidential Information that shall be disclosed only to the Committee's professionals and will not be disclosed or revealed to Committee members or their Representatives (the "Restricted Confidential Information"), and that the Debtors may designate in good faith certain Confidential Information as appropriate to be received by some members or their Representatives and not others for business or competitive reasons or due to a potential conflict of interest (the "Select Confidential Information"), subject in each case to the Committee's ability to challenge, in good faith and as applicable, the designation of Restricted Confidential Information or Select Confidential Information. In the event that the Committee and the Debtors cannot reach an agreement with regard to the designation of certain information as Restricted Confidential Information or Select Confidential Information, the Committee through Committee Counsel may in good faith and to the extent that it reasonably believes such designation is inappropriate, seek a determination from the Bankruptcy Court as to the designation of such information upon reasonable notice to the Debtors.

Section 2. Except as otherwise permitted herein or required by applicable law or order of the Bankruptcy Court, all Confidential Information provided to the members of the Committee, to other professionals retained by members, or to any professionals employed by the Committee (including the Committee Counsel) shall not be disclosed to any person or third party other than the members, their designated or alternate Representatives, and professionals employed by the Committee, subject in each case to such other person's agreement to be bound by the terms of this Article IX. Each member acknowledges and agrees that any party who provides Confidential Information to the Committee does so in reliance on such member's agreement to hold the same confidential under these Bylaws. Notwithstanding the foregoing, Confidential Information shall not include any information that: (1) at the time of disclosure or thereafter is or becomes generally available to the public, unless such information was made available to the public through an act or omission by a member, Representative, Committee Counsel or by any other professional employed by the Committee; (2) becomes available to the Committee or any member on a non-confidential basis, from a source other than from Committee Counsel or by other professionals employed by the Committee, so long as such source was not known or reasonably believed by the Committee or such member to be restricted from disclosing such information to the Committee or such member by means of a confidentiality restriction upon the provider or otherwise; (3) was in the possession of the Committee or a member prior to disclosure hereunder, provided that such information is not known or reasonably believed by the Committee or such member to be subject to a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the Debtors; or (4) has been independently developed or acquired by the Committee or a member; provided that it was not derived from or based on any Confidential Information.

In any litigation, arbitration, mediation, or other proceeding in which the Committee intends to file any documents that arguably contain Confidential Information, the Committee shall, prior to any disclosure of such arguably Confidential Information, notify the Debtors of the Committee's intent to file such arguably Confidential Information. If the Committee and Debtors agree that such arguably Confidential Information should be filed under seal, then the Committee will seek approval from the Bankruptcy Court or other court of competent

jurisdiction to file the arguably Confidential Information under seal. If the Committee and Debtors do not agree that such arguably Confidential Information should be filed under seal, then the Committee: (i) will be permitted to file such arguably Confidential Information under seal and may request that the Bankruptcy Court or other court of competent jurisdiction determine that such arguably Confidential Information be unsealed, and (ii) will seek to schedule a hearing on any request to unseal such arguably Confidential Information on reasonable notice to the Debtors. If the Bankruptcy Court or other court of competent jurisdiction determines that such arguably Confidential Information should not be filed under seal, the Committee may file an unsealed version of such arguably Confidential Information on the public docket following such determination.

Section 3. Each member by agreement to these Bylaws specifically agrees to be bound by the restrictions of this Article IX. Notwithstanding Sections 1 and 2 of this Article immediately preceding this Section 3, all information received by members of the Committee may be disclosed to such member's financial officers, consultants, or staff personnel of the member's institution and/or its corporate parent or counsel who require such information in order to deal with their respective responsibilities on behalf of such member solely in connection with such member's responsibilities as a member of the Committee, to the extent such parties agree to be and are bound by such member's confidentiality requirements hereunder. Notwithstanding anything to the contrary herein, no person or entity receiving Confidential Information under this Article IX shall use or disclose any Confidential Information for any purpose, other than the member's use in its service on the Committee or the Committee's use in fulfilling its duties under and in accordance with the Bankruptcy Code and other applicable law and rules. Each member of the Committee and each of its professionals is aware of the duty it has to all unsecured creditors of the Debtors and agrees that at all times it will act in accordance with such duties in dealing with Confidential Information to the extent such actions do not violate the restrictions of this Article IX. Where a member wishes to disclose Confidential Information received by the Committee to persons not included in the first sentence of this Section 3 based on valid business reasons, such member may disclose such information provided that the person receiving the Confidential Information is party to a confidentiality agreement with the Debtors in form and substance acceptable to the Debtors, and the Debtors consent in writing to such disclosure. In the event that the Committee and the Debtors cannot reach agreement with regard to the disclosure of Confidential Information by a member to a third party, the Committee may seek a final determination from the Bankruptcy Court regarding whether the Confidential Information can be provided to the third party by the member.

In addition, except with respect to Restricted Confidential Information, the Committee's professionals and any other member authorized to act on behalf of the Committee, may disclose Confidential Information to third parties (and representatives of third parties) who have previously executed a confidentiality agreement with the Debtors in form and substance acceptable to the Debtors; provided that (A) such confidentiality agreement is still in full force and effect, (B) such disclosure is consistent with and subject to all laws and regulations pertaining to non-public information and any applicable federal or state securities laws and the applicable confidentiality agreement and (C) any such third party is informed by the disclosing party of the confidential nature of the Confidential Information and agrees, as a condition to receipt thereof, to keep such information confidential as required by this Article IX. A member may also disclose where required to do so by any applicable law, rule or regulation, court order,

regulatory agency, bank auditor, organization of regulators or self-regulatory authorities or stock exchange rule, including if a member is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process), any such Confidential Information in accordance with this Article (including those contained in Section 2); provided that counsel to the Committee shall provide the Debtors notice of such request to the extent authorized under applicable law or regulation.

Notwithstanding a member's resignation or removal from the Committee, such member shall remain bound by the provisions of this Article IX. The confidentiality provisions of this Article IX shall continue to bind any member or former member of the Committee.

Section 4. Promptly, upon the request of the Debtors after the conclusion of the Chapter 11 Cases, the members, their Representatives or alternative Representatives, other professionals retained by members or third parties subject to Section 3 of this Article immediately preceding (as applicable) will destroy all Confidential Information provided to them; provided, however, that the Debtors acknowledge that electronic copies will be deleted but may remain on backup tapes, archive or backup hard drives, and similar formats consistent with the relevant party's business continuity/disaster recovery policies and/or applicable legal or regulatory requirements. The delivery or destruction of any Confidential Information shall not relieve the members, their Representatives or alternative Representatives, other professionals retained by members or third parties subject to the confidentiality obligations under this Article IX.

Section 5. The provisions of this Article IX are separate from any other confidentiality agreements (collectively, the "Third Party Confidentiality Agreements") entered into individually by the members, Committee Counsel or other professionals of the Committee (if any) with other parties in interest (other than the Debtors). In the event a conflict arises between the terms of this Article IX and the terms of the Third Party Confidentiality Agreements (if any), the terms of the Bylaws shall govern and control; provided, however, to the extent that a member is party to a confidentiality agreement with any Debtor that contains more restrictive confidentiality obligations than these Bylaws, these Bylaws shall not excuse the member from complying with such obligations.

Section 6. The Debtors and its successors are third party beneficiaries of this Article IX, are entitled to enforce the provisions of this Article IX as if they were a signatory to these Bylaws and have standing to bring an action in law and equity to enforce the confidentiality provisions herein, including an action for specific performance and injunctive or other equitable relief, but there shall be no right for money damages (i) against the Committee or (ii) except for willful or intentional breach of such provisions, against any member, any member's Representatives, or any Committee professional. If any member intentionally or recklessly violates the provisions of this Article, the Committee may vote to request that the United States Trustee or the Bankruptcy Court remove such member from Committee membership. Each member, Representative, Committee Counsel and other Committee professional acknowledges that money damages would not be a sufficient remedy for the breach of the provisions set forth in this Article IX. Other than this Article IX, Debtors are not third party beneficiaries of any other provisions or Article of these Bylaws. The provisions of this Article IX shall not be modified or amended without the Debtors' prior written consent.

Section 7. Confidential Information shall not be used by the members of the Committee, their professionals and representatives, or the Committee Professionals for any purpose inconsistent with their duties as members of the Committee and professionals to the Committee, including for purposes of pursuing claims specific to a Committee member. By agreement to these Bylaws, each member also agrees to be bound by the restrictions contained in this Article. For the avoidance of doubt, nothing contained herein shall prevent any member from using its own Confidential Information.

Section 8. Notwithstanding anything in these Bylaws to the contrary, as a governmental agency, Committee member PBGC may disclose Confidential Information: (a) to the Executive Branch of the United States, the PBGC and the PBGC Board of Directors' officials, advisors, consultants, and representatives who have a need to know the information as part of their job responsibilities; (b) as required by law; (c) in connection with any court or administrative proceeding; or (d) upon request from Congress or any committee, joint committee or subcommittee thereof or the Comptroller General. PBGC will inform all officials having access to the Confidential Information subject to this section that the Confidential Information is confidential commercial or financial information. Further, the PBGC may disclose information about the amount of underfunding in any pension plan covered by Title IV of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1301-1461, as amended, including information about guaranteed benefit liabilities, unfunded benefit liabilities, plan assets, and funding ratios, and may provide analyses of Confidential Information to rebut publicly any public statement, release, or announcement by the Debtors regarding their pension plans.

Section 9. For the avoidance of doubt, notwithstanding anything to the contrary herein, no member of the Committee shall disclose any Confidential Information (or any other information or materials) in such a manner that would cause the waiver of the attorney-client privilege, work product doctrine, or any other similar privileges between the Committee and Committee Counsel. Only the Committee (by a vote of at least 66% of the members who do not have a conflict of interest), and not any individual member, has authority to waive the attorney-client privilege and (as applicable, with the consent of Committee Counsel) the attorney work product privilege, or any other applicable privilege that may exist as between Committee Counsel and the Committee or any other Committee Professional and the Committee.