

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 03-E-0106

**In the Matter of the Liquidation of
The Home Insurance Company**

**AFFIDAVIT OF PETER A. BENGELSDORF, SPECIAL DEPUTY LIQUIDATOR,
IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT
WITH GEORGIA-PACIFIC**

I, Peter A. Bengelsdorf, hereby depose and say:

1. I was appointed Special Deputy Liquidator of the Home Insurance Company ("Home"), by the Insurance Commissioner for the State of New Hampshire, as Liquidator ("Liquidator") of Home. I submit this affidavit in support of the Liquidator's Motion for Approval of Settlement Agreement with Georgia-Pacific. The facts and information set forth are either within my own knowledge gained through my involvement with this matter, in which case I confirm that they are true, or are based on information provided to me by others, in which case they are true to the best of my knowledge, information and belief.

2. The motion seeks approval for the Settlement Agreement and Mutual Release ("Settlement Agreement") between Georgia-Pacific LLC, as legal successor to Georgia-Pacific Corporation, ("Georgia-Pacific") and the Liquidator. The Settlement Agreement was negotiated under my supervision. A copy of the Settlement Agreement is attached as Exhibit A to the Liquidator's motion.

3. Home issued five insurance policies to Georgia-Pacific for certain policy periods between October 9, 1977 and April 1, 1986. Upon Home's placement in liquidation, Georgia-Pacific filed proofs of claim in the Home liquidation. The proofs of claim seek coverage under the policies for third-party liability claims and environmental clean up costs and damages.

4. The Liquidator and Georgia-Pacific have negotiated a Settlement Agreement reflecting a resolution of the proofs of claim and all matters under the policies. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1.

5. The Settlement Agreement provides that the Liquidator will recommend allowance of Georgia-Pacific's proofs of claim in the aggregate amount of \$7,000,000 as a Class II priority claim under RSA 402-C:44. Settlement Agreement ¶ 2(A). Allowance of the recommended amount as a Class II claim will fully and finally resolve Georgia-Pacific's proofs of claim and all claims it has under the policies. Id. ¶ 2(B). Distributions based on that allowance will be made at the same intervals and at the same percentages as distributions to other Class II creditors of Home. Id. ¶ 2(C).

6. The Settlement Agreement is intended to resolve Georgia-Pacific's proofs of claim, and all claims concerning it under the policies. See Settlement Agreement ¶¶ 2(B), 5. To that end, the Settlement Agreement provides for mutual releases of all claims between Home and Georgia-Pacific arising from or related to the policies (including the proofs of claim). Id. ¶¶ 3, 4. The Liquidator also agrees not to pursue certain claims respecting Georgia-Pacific against other insurers that agree not to pursue such claims against Home. Id. ¶ 6.

7. The Liquidator is not aware of any third party claimants asserting claims under the policies with respect to Georgia-Pacific. However, in resolving all matters relating to the proofs of claim and the policies, the Settlement Agreement contemplates denial of any third party claimants' claims regarding Georgia-Pacific in the Home liquidation without prejudice to their claims against Georgia-Pacific. Accordingly, Georgia-Pacific acknowledges in the Settlement Agreement that it is intended to resolve all matters between Georgia-Pacific and the Liquidator/Home relating to the policies and proofs of claim, including asserted rights of third

party claimants. Settlement Agreement ¶ 5. Georgia-Pacific agrees to address, at its sole cost, the claims of claimants asserting claims against Georgia-Pacific as if the Georgia-Pacific had no insurance coverage from Home under the policies. Id. Georgia-Pacific agrees to indemnify the Liquidator and Home against claims arising from the policies up to the allowance actually received by Georgia-Pacific. Id.

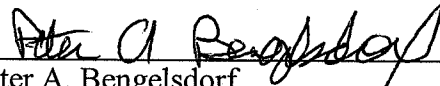
8. The denial of any third party claimants' proofs of claim without prejudice to their claims against Georgia-Pacific will not harm the third party claimants, who will continue to have their full claims against Georgia-Pacific. As noted above, Georgia-Pacific has agreed to address these claims as if it had no insurance coverage from Home under the policies. Settlement Agreement ¶ 5. Third party claimants' proofs of claim against the insolvent Home, if not denied with this agreement, would release Georgia-Pacific from those claims up to the limits of the policies but only entitle the third party claimants (assuming their claims are allowed) to a presently undetermined percentage distribution at the future date when a distribution is made. It is not expected that the allowed claims of any third party claimants (or other Class II creditors) will be paid in full. Under the Settlement Agreement, Georgia-Pacific will continue to be fully responsible for any third party claimants' claims against it. See Settlement Agreement ¶ 5.

9. The Settlement Agreement reflects a compromise of the claims asserted in Georgia-Pacific's proofs of claim. It is the result of negotiations involving Home's Claims Department, under my supervision, which has extensive experience in assessing the exposure presented by environmental pollution claims under Home's insurance policies. The agreed settlement amount is based on careful evaluation and negotiation of coverage obligations under Home's policies respecting the underlying liabilities of Georgia-Pacific. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$7,000,000

settlement amount as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44.

10. I believe that the Settlement Agreement is fair and reasonable and in the best interests of the policyholders and creditors of Home.

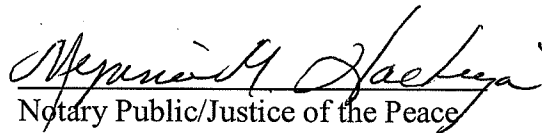
Signed under the penalties of perjury this 17th day of March, 2008.



Peter A. Bengelsdorf
Special Deputy Liquidator of The Home Insurance
Company

STATE OF CALIFORNIA
COUNTY OF VENTURA

Subscribed and sworn to, before me, this 17 day of March, 2008.



Notary Public/Justice of the Peace

