

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

**RESPONDENTS ACE COMPANIES' FIRST REQUEST**  
**FOR PRODUCTION OF DOCUMENTS BY**  
**GARETH HOWARD HUGHES AND ERNST AND YOUNG LLP**

Respondents Century Indemnity Company, ACE Property and Casualty Insurance Company, Pacific Employers Insurance Company, and ACE American Reinsurance Company (collectively, the "ACE Companies") hereby request, pursuant to Rule 35 of the Rules of the Superior Court of the State of New Hampshire and the Order Establishing Procedures Regarding Claims Filed with the Home Insurance Company entered on December 19, 2003 (as amended), that Gareth Howard Hughes, partner of Ernst and Young LLP ("Ernst and Young") and Joint Provisional Liquidator for the Home Insurance Company, and Ernst and Young produce and permit them to inspect and copy, within thirty (30) days after the service of this request, or within any other period ordered by the Court, the documents listed below in accordance with the following definitions and instructions.

**Definitions**

A. "Communications" shall mean the transmittal of information, whether written or oral, in the form of facts, ideas, inquiries or otherwise.

B. The terms "concerning," "relating to," "refer to," "containing" and "regarding" are used in their broadest sense consistent with applicable law and shall include in their meaning each such terms as well as constituting, embodying, comprising, stating, dealing with,

summarizing, recording, noting, mentioning, studying, setting forth, discussing, evaluating, commenting on, responding to, describing, analyzing, containing information concerning, and containing information that is in any way pertinent to the subject matter, directly or indirectly, including, but not limited to, documents concerning the presentation of other documents.

C. The term "document" or "documents" is used in the broadest possible sense consistent with applicable law and shall mean, without limitation, any written, typed, printed, recorded, computer-stored, visual or graphic material, however produced, reproduced, copied or stored (including, but not limited to, any audio tapes, video tapes or magnetic recording tapes, microfilm, microfiche, computer hard drives, recording discs, computer disks or any other computer storage mechanisms whether temporary or permanent, or computer back-up storage media and/or mechanisms), of any type or description, whether in draft or final form, and each non-identical copy or otherwise, regardless of origin or location, in your actual or constructive possession, custody or control, and includes, without limitation, all electronic data (as the term is defined herein), correspondence, communications, notes, drafts, records, notebooks, plans, minutes, agendas, lists, summaries, expressions, statements, opinions, instruments, accounts, invoices, ledgers, logs, accounting records, worksheets, estimating sheets, computation sheets, forms, tables, charts, analyses, graphs, forecasts, statistical statements, photographs, slides, recordings, schedules, reports, memoranda, lists, outlines, instructions, notes, calendars, diaries, telexes, telegrams, facsimile transmissions, electronic mail (e-mail), instant computer messaging, voice mail messages and other messages (including, but not limited to, reports, summaries or other records of telephone conversations and conferences), studies, books, periodicals, magazines, booklets, circulars, brochures, pamphlets, press releases, bulletins (including, but not limited to, inter- and intra-office communications), questionnaires, contracts, agreements, reports

and/or summaries of investigations, reports and/or summaries of interviews, expressions or statements of policy, records, reports or summaries of negotiations, agendas for meetings or conferences, minutes of records of meetings or conferences, lists of persons attending any meetings or conferences, opinions or reports of consultants, and drafts and revisions of drafts of any documents, and all other instruments conveying information by written, pictorial, mechanical, electronic or other means. If a document has been prepared in several copies, or additional copies have been made, or copies are not identical (or, because of subsequent modifications or addition of notations or other marginalia, are no longer identical), each non-identical copy is a separate document. The term "document" also includes and refers to the file or any container holding, or which once held, any documents and any writing or printing which might appear on such file or container.

D. "Computer" shall mean microchips, microcomputers (commonly referred to as "personal computer" or "PCs"), laptop computers, notebook computers, portable computers, palmtop computers (commonly referred to as "personal digital assistants" or "PDAs"), minicomputers and mainframe computers.

E. "Electronic data" shall mean the electronic original (which includes the raw data, the code necessary to make use of that data, and all header, footer and other machine-readable information related to the electronic original), the identical duplicate when the electronic original is not available, and any non-identical copies (whether non-identical because of attached comments, hidden text, annotations, marks, transmission information or alteration of any kind) of information of any kind stored in electronic, magnetic, optical, magneto-optical, or digital form. Electronic data is used consistently with applicable law and includes, but is not limited to, electronic originals and all copies of electronic mail (e-mail), activity listings and/or logs of

electronic mail receipts and/or transmittals, voicemail, audio or video recordings of any kind, output resulting from the use of any software product, including word processing documents, spreadsheets, database files, charts, graphs and outlines, PDF files, batch files, ASCII files, script files, and all miscellaneous electronic files and/or file fragments, regardless of the media on which they are stored and regardless of whether the data resides in an active file, archival file, deleted file or file fragment, as those terms are defined herein. Electronic data includes any and all information stored on electronic media as that term is defined herein.

F. "Electronic media" shall mean any magnetic or other media used for the storage of electronic data as the term is defined herein. Electronic media includes, but is not limited to, hard disks, floppy disks, CD-ROM disks, Bernoulli disks and their equivalents, Zip disks, Click disks, Memory Sticks, compact flash cards, magnetic tapes of all kinds, computer chips (including, but not limited to, EPROM, PROM, RAM and ROM), and any other type of removable storage media.

G. "Active file" shall mean any electronic data file that is readily visible to the operating system and application with which it was created.

H. "Archival file" shall mean any electronic data file that is stored in electronic media for back-up purposes and is not otherwise an active file.

I. "Deleted file" shall mean any electronic data file that has been deleted from the electronic media on which it resides but has not yet been completely written over with new electronic data.

J. "File fragment" shall mean any electronic data file that exists as a subset of an original active file. A file fragment may be part of an active file, archival file or deleted file.

K. "You" or "your" shall mean Gareth Howard Hughes and Margaret Elizabeth Mills, individually and in their respective capacity as partner of Ernst and Young and as Joint Provisional Liquidators for the Home Insurance Company, including any member of their staff, employees, advisers, consultants, representatives, agents, accountants, attorneys and any other person acting or purporting to act on their behalf, and Ernst and Young, including any of its affiliates, related companies, parent company, subsidiaries, predecessors or successors, and any of its employees, agents, accountants, advisers, attorneys and any other persons acting or purporting to act on its behalf.

L. "English Provisional Liquidation Proceeding" or "English Proceeding" shall mean the provisional liquidation proceeding for the Home U.K. Branch referred to on page 1 and paragraphs 5 and 8 of the Motion.

M. "Affidavit" shall mean the Affidavit submitted in this matter by Gareth Howard Hughes and dated March 31, 2004.

N. "First Witness Statement" shall mean the First Witness Statement of Gareth Howard Hughes, dated June 25, 2004 and submitted in the English Proceeding.

O. "Second Witness Statement" shall mean the Second Witness Statement of Gareth Howard Hughes, dated on July 2, 2004 and submitted in the English Proceeding.

P. "Liquidator" shall mean Roger A. Seigny, Insurance Commissioner of the State of New Hampshire, as Liquidator of the Home Insurance Company, and his predecessors, successors, assigns, employees, agents, accountants, advisers, attorneys and any other persons acting or purporting to act:

- i. on his behalf, including, but not limited to, the Special Deputy Liquidator;
- ii. on behalf of the Home; and

iii. on behalf of the Joint Provisional Liquidators.

Q. "Liquidation" shall mean the liquidation of Home, which was commenced by the filing of a petition to liquidate on or about May 8, 2003.

R. "Motion" shall mean the Liquidator's Motion for Approval of Agreement and Compromise with AFIA Cedents filed in the Liquidation on or about February 11, 2004.

S. "Home" or the "Company" shall mean the Home Insurance Company.

T. "Home U.K. Branch" shall mean Home's unincorporated branch operation in the United Kingdom.

U. "INA Agreement" shall mean the Insurance and Reinsurance Assumption Agreement, dated January 31, 1984, which is referred to in paragraph 3 of the Motion.

V. "Agreement" shall mean the Agreement with the AFIA Cedents that is the subject of the Motion, including any and all of its terms.

W. "U.K. Scheme of Arrangement" shall mean the proposed scheme of arrangement referred to in paragraphs 12 through 17 of the Motion.

X. "AFIA" shall mean the American Foreign Insurance Association, an unincorporated association of American insurers, through which the Home U.K. Branch wrote insurance and reinsurance business in the United Kingdom.

Y. "AFIA Cedent(s)" shall mean those insurers, including Equitas, who ceded insurance risk to Home through the Home U.K. Branch.

Z. "AFIA Treaties" shall mean those reinsurance treaties through which certain insurers ceded insurance risk to Home through the Home U.K. Branch.

AA. "Bengelsdorf" or "Special Deputy Liquidator" shall mean Peter A. Bengelsdorf, as Special Deputy Liquidator of Home, and his predecessors, successors, assigns, employees,

agents, accountants, advisors, attorneys and any other persons acting or purporting to act on his behalf.

BB. "Informal Creditors' Committee" or "Committee" shall mean the committee of certain AFIA Cedents, which is described in paragraph 8 of the Motion.

CC. "July 15 Oral Argument" refers to the Oral Argument before the Supreme Court of the State of New Hampshire relating to the Matter of the Liquidation of the Home Insurance Company, on July 15, 2004.

DD. "Rosen" shall mean Jonathan Rosen, Chief Operating Officer of the Home Insurance Company in Liquidation, and his predecessors, successors, assigns, employees, agents, accountants, advisors, attorneys and any other persons acting or purporting to act on his behalf.

EE. The terms "all" and "each" shall be construed as all and each.

FF. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the requests below all responses that might otherwise be construed to be outside of its scope.

GG. The use of the singular form of any word includes the plural and vice versa.

#### Instructions

A. These requests call for the production of all responsive documents in your possession, custody or control or available to you, your employees, attorneys, accountants, advisors, auditors or other persons acting on your behalf, in your employment, under your direction and/or control of your agents or representatives.

B. When information with respect to a corporation, partnership, limited liability company or unincorporated association or entity is called for in these requests, such reference shall be construed to include information with respect to that entity and any and all predecessors

and successors in interest, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants and all other persons or entities acting on its behalf or under its control.

C. Where a document is not produced because of a claim of privilege, the following information shall be provided: (i) the type of document; (ii) the general subject matter of the document; (iii) the date of the document; and (iv) such other information as is sufficient to identify the document, including, where appropriate, the author of the document, the addressees of the document, any other recipients of the document, and, where not apparent, the relationship of the author, addressees, and recipients to each other.

D. If a document that is responsive to a document request was, but is not now, in your custody or control, provide a statement with the following information:

1. whether the document is still in existence, and if so, the name and business address of each person in whose custody a copy of the document may be found;
2. whether the document has been lost or destroyed, and if destroyed, why and by whom;
3. whether the document has been otherwise disposed of, stating who disposed of it, and the date and manner of disposition; and
4. a description of the contents of the document, the names of the author(s) and addressee(s) of the document, and the date the document was created.

E. If it is otherwise not possible to produce any document called for by the request, or if any part of the request is objected to, the reasons for the objection and/or other failure to produce should be stated with specificity as to all grounds.



F. These requests are continuing and require further and supplemental production as and whenever additional documents are acquired or made or located between the time of the initial production hereunder and the time this matter is concluded.

### Document Requests

#### General Requests

1. All documents relating to your internal communications with respect to the Agreement, including but not limited to, the negotiation of the Agreement.
2. All documents concerning your communications with any AFIA Cedents regarding the Agreement, including, but not limited to, the negotiation of the Agreement.
3. All documents relating to your communications with the Liquidator regarding the Agreement, including, but not limited to, the negotiation of the Agreement.
4. All documents in your possession, custody or control reflecting any communication regarding the Agreement with any entity other than those referenced in Request Nos. 2, 3 and 4 above, including, but not limited to, the negotiation of the Agreement.
5. All documents in your possession, custody or control reflecting any communication between and among any AFIA Cedents regarding the Agreement, including, but not limited to, the negotiation of the Agreement.
6. All documents concerning the U.K. Scheme of Arrangement, including, but not limited to:
  - (a) All documents concerning your internal communications relating to the U.K. Scheme of Arrangement; and

(b) All documents concerning any communications between and among you, any AFIA Cedent(s), the Liquidator and any other person or entity relating to the U.K. Scheme of Arrangement.

7. All documents concerning any payment contemplated under the Agreement to any AFIA Cedent(s).

8. All documents concerning the application of New Hampshire claims and distribution procedures to any claims and assets related to Home or Home U.K. Branch located in the United Kingdom, including, but not limited to, any communication between you, the Liquidator or any AFIA Cedent(s) regarding the application of any such procedures.

9. All documents concerning any suggestion by any AFIA Cedent that U.K. assets related to Home or Home U.K. Branch should be "walled off" from United States creditors and distributed to Home U.K. Branch creditors, including, but not limited to:

(a) The nature and value of any such U.K. assets;

(b) All documents concerning any presentations regarding any "walling off" of any such assets; and

(c) Any communications between and among you, any AFIA Cedent(s), the Liquidator, and any other person or entity regarding any "walling off" of such U.K. assets.

10. All documents concerning the Company's assets, including, but not limited to:

(a) All documents concerning any assets of Home located in England and Wales, as referenced in paragraph 4 of the Affidavit;

(b) All documents concerning your statement in paragraph 7 of the Affidavit that "the questions of 'situs' of particular assets gives rise to complex issues of fact and law;"

(c) All documents concerning your suggestion in paragraph 7 of the Affidavit that the Liquidator can identify potential "UK Assets" beyond the proceeds of the Assumption Agreement;

(d) All documents concerning any investigation of anyone, including any AFIA Cedent(s), regarding any "ring-fencing" of U.K. assets for the benefit of U.K. creditors;

(e) All documents concerning any legal advice you have received regarding the "ring-fencing" of U.K. assets, as referenced in paragraph 15 of the Affidavit;

(f) All documents concerning any U.K. creditors' ability to "ring-fence" any U.K. asset during the pendency of the Liquidation;

(g) All documents concerning the "most valuable assets in relation to AFIA" referenced in paragraph 47 of the First Witness Statement;

(h) All documents concerning any justification as set forth in paragraph 55 of the First Witness Statement for a separate English proceeding to deal with the English-situs assets;

(i) All documents concerning your statement in paragraph 57 of the First Witness Statement regarding the sufficiency of assets for a distribution to any Class V Creditors including but not limited to, any AFIA Cedents; and

(j) All documents concerning the nature and value of any Scheme Assets as referenced in paragraph 84 of the First Witness Statement.

11. All documents concerning any alternative means you have considered for realizing recovery by any AFIA Cedent(s) with respect to the business protected by the AFIA Treaties, including, but not limited to:

(a) Any possible means of circumventing Home in realizing any such recovery;

(b) Any possible side arrangements between any AFIA Cedent(s) and the ACE Companies;

(c) Any communication between you and the Liquidator regarding any alternative means of realizing any such recovery; and

(d) Any communication between you and any AFIA Cedent(s) regarding any alternative means of realizing any such recovery.

12. All documents concerning any estimates, done by you or any other entity, of "Net Recoveries" as defined in Section 1.2 of the Agreement, including, but not limited to, the Liquidator's estimate of \$72.5 million.

13. All documents concerning any determination that, under the Agreement, any AFIA Cedent(s) would receive any amount of the "Net Recoveries," as defined in Section 1.2 of the Agreement.

14. All documents concerning any amount or level of payment necessary to provide an incentive to any AFIA Cedent(s) to file a claim in the Liquidation.

15. All documents concerning any proof of claim filed by any AFIA Cedent(s) in the Liquidation, including, but not limited to, any files concerning the preparation and filing of any such proof of claim.

16. All documents concerning any correlation(s) established by you, the Liquidator, or any other person or entity between the AFIA Cedents receiving any portion of the "Net Recoveries" as defined in Section 1.2 of the Agreement, and the cost of obtaining and collecting any amount from the

Home estate, including, but not limited to, all documents concerning any communications with respect to such correlation(s).

**Document Requests Regarding the Affidavit**

17. All documents concerning the Affidavit.
18. All documents concerning the issues confronting the Home estate as a result of its participating in the AFIA pool, as referenced in paragraph 4 of the Affidavit.
19. All documents concerning your communications with the FSA regarding Home.
20. All documents concerning the Liquidator's communications with the FSA regarding Home.
21. All documents concerning the FSA's letter dated 26 March 2004, referenced in paragraph 5 of the Affidavit.
22. All documents concerning any progress on the provisional liquidation, as referenced in paragraph 5 of the Affidavit.
23. All documents concerning any proposal(s) for dealing with any AFIA Cedents' claim(s), including but not limited to any alternatives considered:
  - (a) absent the Agreement;
  - (b) as envisaged in the Agreement; and
  - (c) in the proposed U.K. Scheme of Arrangement.
24. All documents concerning the reinsurance contract(s) provided by BAFCO and referenced in paragraph 7 of the Affidavit.
25. All documents concerning Home's reinsurance claim(s) against CIRC under the BAFCO Reinsurances, as referenced in paragraph 8 of the Affidavit.
26. All documents concerning any "UK nexus" between Home and CIRC.

27. All documents concerning your statement in paragraph 9 of the Affidavit that "historically it is the BAFCO Reinsurances which have been utilised by INA and then by ACE Group [...] to make payments to AFIA cedents on Home's behalf."

28. All documents concerning any cash reconciliation regarding Home's U.K. Branch, including, but not limited to:

- (a) Any cash reconciliation exercise undertaken by you;
- (b) Any cash reconciliation exercise undertaken by any other entity; and
- (c) Any request by you for any cash reconciliation pertaining to Home's U.K.

operations.

29. All documents concerning your understanding of how Home's U.K. Branch funded its operations, as referenced in paragraph 10 of the Affidavit, including, but not limited to, all documents concerning your statement that funds made available for funding claims payments by Home to its creditors were:

- (a) drawn from CIRC;
- (b) paid into England; and
- (c) credited against recoveries falling due from "that company under the

BAFCO Reinsurances."

30. All documents concerning your position that the ACE Companies are a "beneficial owner of the BAFCO Reinsurances," as referenced in paragraph 11 of the Affidavit.

31. All documents concerning the filing of any claim(s) by any AFIA Cedent(s) in the Liquidation, including, but not limited to:

(a) All documents concerning your communications with any AFIA Cedent(s) regarding filing and prosecuting claims in the Liquidation, including, but not limited to, any communications referenced in paragraph 13 of the Affidavit; and

(b) All documents concerning your statement in paragraph 58 of the First Witness Statement regarding the AFIA Cedents' likelihood of filing any claims in the Liquidation.

32. All documents concerning any AFIA Cedent's set-off rights, including, but not limited to, your communications with any AFIA Cedent(s) regarding such rights.

33. All documents concerning your view whether any AFIA Cedent(s) would receive any payment for their claim(s) in the Liquidation.

34. All documents concerning the time and expense to any AFIA Cedent(s) of filing and prosecuting any claims in the Liquidation.

35. All documents concerning your communications with any member of the Informal / Creditors Committee, including but not limited to Equitas, Agrippina and Excess, regarding any alternative means of recovering reinsurances from Home, including:

- (a) cut-throughs to the reinsurances provided by Home;
- (b) negotiating a direct agreement with the ACE Companies; and
- (c) any other means of by-passing Home.

36. All documents concerning your position that the alternatives set forth in Request No. 37 are not legally permissible.

37. All documents concerning the Liquidator's position that the alternatives set forth in Request No. 37 are not legally permissible.

38. All documents concerning your communications with any AFIA Cedent(s) regarding your position on the legality of any alternatives set forth in Request No. 37.

39. All documents concerning any communication between the Liquidator and any AFIA Cedent(s) regarding the Liquidator's position on the legality of the alternatives set forth in Request No. 37.

40. All documents concerning your view of the ability of Home to challenge any cut-through arrangement, as set forth in paragraph 14 of the Affidavit.

41. All documents concerning the "substantiation" referenced in paragraph 14 of the Affidavit.

42. All documents concerning any AFIA Cedent's claim(s) against Home, including, but not limited to:

(a) All documents concerning the validity of any AFIA Cedent's claim(s) against Home;

(b) All documents concerning any AFIA Cedent's review of its claim(s) against Home;

(c) All communications between you and any AFIA Cedent(s) concerning the validity of any AFIA Cedent's claim(s) against Home; and

(d) All communications between and among any AFIA Cedent(s) concerning the validity of any AFIA Cedent's claim(s) against Home.

43. All documents concerning any reinsurance contract(s) giving rise to any AFIA Cedent's claim(s) against Home.

44. All documents concerning your review, interpretation, and understanding of the terms of any reinsurance contract(s) giving rise to any AFIA Cedent's claim(s) against Home.



45. All documents concerning the practices and procedures of the AFIA association or any AFIA Cedent regarding the filing and prosecution of claims, including, but not limited to:

(a) All documents concerning the costs to any AFIA Cedent(s) of filing and prosecuting any claims, including, but not limited to, any AFIA Cedent's claim(s) against Home;

(b) All documents concerning the time and effort incurred by any AFIA Cedent(s) in filing and prosecuting any claims, including, but not limited to, any AFIA Cedent's claim(s) against Home; and

(c) All documents reflecting any practices and procedures regarding the filing of claims by any ceding company comprising your "substantial experience in insurance insolvency matters," as referenced in paragraph 2 of the Affidavit.

46. All documents concerning any determination by any AFIA Cedent(s) that the filing and prosecution of claims in the Liquidation is appropriate for any such AFIA Cedent.

47. All documents concerning any discussions between you and Home or the Liquidator, including its/their advisers and/or representatives, regarding:

(a) The ranking of any AFIA Cedent as a creditor; and

(b) Any potential distribution to any AFIA Cedent.

48. All internal documents concerning the memorandum referenced in paragraph 10 of the Affidavit, including, but not limited to, all communications between you and any other entity regarding that memorandum.

49. All documents concerning the October 28, 1985 letter referenced in paragraph 11 of the Affidavit.

**Document Requests Regarding the First Witness Statement**

50. All documents concerning any meeting of the Scheme Creditors as referenced in paragraph 4.1 of the First Witness Statement.

51. All documents concerning your statement that the U.K. Scheme of Arrangement is "substantial" as referenced in paragraph 8 of the First Witness Statement.

52. All documents concerning Home's underwriting through AFIA, as referenced in paragraph 24 of the First Witness Statement.

53. All documents concerning your statement in paragraph 27 of the First Witness Statement that the Home U.K. Branch "effectively acted as a fronting company for the other AFIA members."

54. All documents concerning your statement in paragraph 29 of the First Witness Statement regarding the Company's liabilities in respect of the AFIA Treaties.

55. All documents concerning the "review" referenced in paragraph 54 of the First Witness Statement, including, but not limited to, any review conducted by the Liquidators, as defined in that paragraph.

56. All documents concerning your statement in paragraph 56 of the First Witness Statement regarding the ranking of holders of insurance claims vis a vis reinsurance creditors in terms of priority of payments from an insolvent estate.

57. All documents concerning your statement in paragraph 60 of the First Witness Statement regarding any windfall advantage to CIC and CIRC.

58. All documents concerning your statement in paragraph 61 of the First Witness Statement that any "side arrangements" could have a material adverse impact on policyholder level claimants.

59. All documents concerning the "concern" for litigation in the United States and England, as referenced in paragraph 62 of the First Witness Statement.

60. All documents concerning any sharing arrangement among AFIA Cedents from any recovery under the AFIA Treaties.

61. All documents concerning the status of the ACE Companies as a creditor of Home, as referenced in paragraphs 98 through 103 of the First Witness Statement, including, but not limited to, any communications with the Liquidator regarding any such determination.

62. All documents concerning any claims filing deadline notices, as referenced in paragraph 104 of the First Witness Statement.

63. All documents concerning the proposed Creditors' Meeting, as referenced in paragraph 105 of the First Witness Statement.

**Document Requests Regarding the Second Witness Statement**

64. All documents concerning your communications with the AFIA Cedents regarding their proofs of claim as set forth in paragraph 8 of the Second Witness Statement.

65. All documents concerning your communications with the Liquidator regarding any proofs of claim filed in the Liquidation, as referenced in paragraph 9 of the Second Witness Statement.

66. All documents concerning any evaluation by you or the Liquidator of the value of any claims filed in the Liquidation.

**Document Requests Regarding Your Dealings with the Liquidator**

67. All documents concerning retention of your services by the Liquidator to:

- a. value any assets, including those of Risk Enterprise Management Limited;
- and
- b. design any employee compensation plans for Home.

68. All communications with the Liquidator concerning the retention of Conning Asset Management Company to manage the investment portfolio of Home, as referenced in paragraph 4 of the

Affidavit of Peter A. Bengelsdorf, Special Deputy Commissioner, in Support of Approval of Asset Management, dated June 8, 2004 and submitted in the Liquidation.

Dated: January 21, 2005

A handwritten signature in black ink, appearing to read "Ronald L. Snow", written over a horizontal line.

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