

Georgia-Pacific Britain Limited

BOARD OF DIRECTORS

UNANIMOUS WRITTEN RESOLUTIONS

The undersigned, being all the Directors of **Georgia-Pacific Britain Limited** a company incorporated in the Islands of Bermuda (the "Company"), pursuant to Bye-Law 97 of the Company's Bye-Laws, **HEREBY ADOPT** the resolutions set out below. The effective date of the resolutions is the date when the last person to sign the resolutions signs the same.

The resolutions may be executed in counterparts, and a copy shall be inserted in the Company's Minute Book. Any action taken herein shall be of the same force and effect as if adopted at a duly convened meeting of the Board of Directors of the Company.

1. **Amended and Restated Revolving Loan Agreement between the Company and Georgia-Pacific S.À.R.L.**

WHEREAS the Company and Georgia-Pacific S.À.R.L. (the "Parties") had entered into a Revolving Loan Agreement dated 1 April 2004 (the "Loan Agreement").

WHEREAS the Parties amended the Loan Agreement to, inter alia, provide for a multicurrency agreement and as such entered into the Amended and Restated Revolving Loan Agreement dated 31 December 2006 (the "Restated Agreement").

It is hereby RESOLVED that:

- (i) the Restated Agreement be and is hereby approved as being in the best interest of the Company;
- (ii) the terms and conditions outlined in the Restated Agreement be and are hereby approved; and
- (iii) the actions of the Directors or Officers of the Company in executing the Restated Agreement be and are hereby approved, ratified and confirmed.

2. **Approval and Transfer of the Discount Notes owing to the Company and assignment of certain agreements to GP Leasing S.À.R.L.**

WHEREAS on 15 June 2007, Nekoosa Papers, Inc. repaid two discount notes owing to the Company in the principle amounts of US\$557,336,250 and US\$100,786,310 respectively in exchange for the issuance of a new fixed term promissory note 05-F-2007 dated 15 June 2007 in the amount of US\$658,122,560 (the "Nekoosa Note").

WHEREAS on 10 July 2007, GP International Holdings, LLC ("Holdings") repaid two discount notes owing to the Company in the amounts of US\$ 36,268,630 (due under discount note 07-OID-03 dated 12 January 2007) and US\$1,796,778.30 (due under discount note 07-OID-04 dated 12 January 2007) respectively in exchange for the issuance of a new fixed term promissory note 06-F-2007 dated 10 July 2007 owing to the Company by Holdings in the principal amount of US\$38,065,408.30 (the "Holdings Note") (the Nekoosa Note and the Holdings Notes are hereinafter referred to as the "Notes").

WHEREAS the Company desires to transfer the Notes, including the right to receive any unpaid accrued interest thereon, to GP Leasing S.A.R.L. due to the pending liquidation of the Company, on the condition that any obligations the Company has or may have to Georgia-Pacific S.A.R.L. ("GP S.A.R.L.") and Georgia-Pacific Services S.N.C. ("GP S.N.C.") (together the "Subsidiaries") for any monies owed by the Company to: Subsidiaries the Restated Agreement (as defined in Resolution 1 above) and GP S.N.C. under the Intercompany Agreement between the Company and GP S.N.C. dated 1 January 2003 (the "Intercompany Agreement") will be paid in full by GP Leasing S.A.R.L without any continuing obligations to the Company.

WHEREAS in order to effect the above mentioned transfers of the Notes and to effect the assignment of the Restated Agreement and Intercompany Agreement, the Company intends to enter into a transfer agreement with GP Leasing S.A.R.L a copy of which is attached to these Resolutions (the "Transfer Agreement") such assignment being subject to the written consent of GP S.A.R.L and GP S.N.C. which each company has indicated that it will grant.

It is hereby RESOLVED that:

- (i) the above-described transaction be and is hereby approved as being in the best interest of the Company and the actions of the Directors and Officers and agents of the Company acting individually or together with another or others to date in connection therewith be and are hereby approved, ratified and confirmed;
- (ii) the Transfer Agreement, substantially in the form as is attached with these resolutions be and is hereby approved;
- (iii) any one Director or Officer of the Company be and is hereby authorised and directed to execute (whether under hand or under the common seal of the Company) and deliver, for and on behalf of the Company and in the name of the Company, the Transfer Agreement, with such alterations, modifications and deletions as such executing Director or Officer shall, in his or her sole discretion, determine to be advisable and in the best interests of the Company, such discretion to be conclusively evidenced by such Director's or Officer's execution thereof; and

- (iv) any one Director or Officer of the Company be and is hereby authorised, empowered and directed to prepare, execute and deliver such agreements, instruments, applications and other documents and do all such other things that may be necessary under Bermuda law and under the relevant law of any other jurisdictions, and to take any and all actions that any such Director or Officer shall deem necessary, proper, advisable or desirable in connection with the foregoing.

Directors



David M. Landau

Date

17 Sept. 2007

Tyler L. Woolson
