

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**EX PARTE APPLICATION TO EMPLOY KING & SPALDING LLP
AS DEBTOR'S SPECIAL COUNSEL PURSUANT TO SECTION 327(e)
OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

Bestwall LLC, as debtor and debtor-in-possession (the "Debtor"), files this application (this "Application") for authority to retain and employ King & Spalding LLP ("K&S") as Special Counsel for the Debtor as of November 2, 2017, pursuant to section 327(e) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1(b) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Rules").

In support of this Application, the Debtor relies upon, and incorporates by reference, the *Declaration of Richard A. Schneider*, a partner located in the Atlanta Office of King & Spalding LLP (the "Schneider Declaration"), a copy of which is attached hereto as Exhibit A, and respectfully states as follows:

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

Jurisdiction

1. This United States Bankruptcy Court for the Western District of North Carolina (the “Court”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 327, 330 and 331 of title 11 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b).

Background

2. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

3. The Debtor is a North Carolina limited liability company. It owns real property in Mt. Holly, North Carolina and is the parent company of certain non-debtor subsidiaries that manufacture and distribute industrial plaster products. As of the Petition Date, the Debtor was a defendant in tens of thousands of asbestos-related lawsuits pending in the courts of nearly every state and certain territories of the United States.

4. The Debtor is authorized to continue to manage its property and operate its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. A comprehensive description of the Debtor, its history, its assets and liabilities, and the events leading to the commencement of this chapter 11 case can be found in the *Declaration of Tyler L. Woolson* (the “First Day Declaration”), which was filed contemporaneously herewith and is incorporated herein by reference. In addition to the First Day Declaration, the Debtor has filed an Informational Brief to provide additional information about its asbestos litigation, related costs, and plans to address these matters in this chapter 11 case (the “Chapter 11 Case”).

Relief Requested

6. Pursuant to sections 327(e) and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b) and consistent with the Guidelines for Compensation and Expense Reimbursement of Professionals issued by this Court (the “Compensation Guidelines”), the Debtor hereby seeks the entry of an order, substantially in the form attached hereto as Exhibit B, authorizing it to retain and employ K&S in the Chapter 11 Case to represent the Debtor as special counsel, effective as of the Petition Date, in accordance with the engagement letter dated October 14, 2016 (the “Engagement Letter”), a copy of which is attached hereto as Exhibit C.²

Proposed Retention

7. The Chapter 11 Case arises out of tens of thousands of asbestos personal injury claims filed or asserted against the former Georgia-Pacific LLC f/k/a Georgia-Pacific Corporation (“Old GP”). On July 31, 2017, Old GP underwent an internal, corporate restructuring (the “2017 Corporate Restructuring”) in which Old GP ceased to exist and two new entities were formed—one of which is the Debtor. The Debtor succeeded to certain assets of Old GP and became solely responsible for Old GP’s asbestos liabilities (with the exception of certain claims covered by worker’s compensation statutes and other similar laws).

8. K&S has served as special counsel for Old GP in the asbestos litigation for more than a decade. The Debtor does not propose to employ K&S as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to 11 U.S.C. § 327(e) to assist on issues relating to the resolution of asbestos claims in the Chapter 11 Case drawing on the

² Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and the description provided herein.

work the firm has performed in the past for Old GP and the Debtor and the expertise it has developed from this work. Since at least 2005, K&S has represented Old GP and now the Debtor in matters related to the defense of asbestos claims and possesses extensive knowledge concerning Old GP's businesses, former asbestos-containing products, history related to asbestos litigation, scientific research relating to issues arising in the asbestos cases filed against Old GP, defenses to asbestos claims, and both Old GP's and the Debtor's management of the defense and settlement of asbestos claims.

9. For example, K&S served as lead counsel on various discovery issues that arose in multiple jurisdictions with respect to the defense of asbestos litigation. K&S has also served as Old GP's lead counsel for preparing and defending company witnesses addressing scientific issues. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which K&S has served as long time special counsel to Old GP and, in which capacity, K&S has continued to serve the Debtor following the 2017 Corporate Restructuring that created the Debtor.

10. In connection with the 2017 Corporate Restructuring, K&S has served as special counsel to Old GP until it ceased to exist and thereafter to the Debtor in advising both entities on matters relating to the conduct and management of asbestos litigation, including in light of the restructuring. K&S's professionals have also been actively involved in working with relevant personnel to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case. K&S has also assisted the Debtor in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in the Chapter 11 Case, calling on the firm's Discovery Center, which has performed a number of significant document related services for Old GP and now for the Debtor.

Scope of Proposed Retention

11. In light of the foregoing, the Debtor seeks to retain K&S as special counsel to advise the Debtor on issues relating to the defense of asbestos claims and the resolution thereof during the course of the Chapter 11 Case, drawing on K&S's prepetition experience and expertise relating to the Debtor's asbestos litigation. To that end, K&S anticipates that it may provide the following services during this Chapter 11 Case:

- a. assisting the Debtor with discovery relating to asbestos claims;
- b. assisting the Debtor in the defense of privilege and work product issues relating to the asbestos matters;
- c. assisting the Debtor in connection with any estimation proceeding for the Debtor's asbestos claims;
- d. assisting the Debtor in any stay issues or other matters relating to asbestos claims in non-bankruptcy forums;
- e. assisting the Debtor in negotiations relating to the resolution of asbestos claims in the Chapter 11 Case; and
- f. providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's asbestos-related claims in the Chapter 11 Case.

12. K&S has indicated its willingness to render the necessary professional services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. The Debtor believes that the services K&S will provide will be complementary and not in any way duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel or the other firms retained by the Debtor in the Chapter 11 Case to assist in asbestos-related matters. The Debtor is mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of K&S's role as special counsel.

Compensation and Fee Applications

13. Pursuant to the terms of the Engagement Letter and subject to the Court’s approval of this Application, K&S intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

14. K&S will be compensated at its hourly rates, which are based on the professionals’ level of experience. At present, the hourly rates charged by K&S in the United States fall within the following ranges:³

<i>Billing Category</i>	<i>U.S. Range</i>
Partners	\$650-\$1,350
Counsel/Of Counsel	\$575-\$1,125
Associates	\$325-\$925
Paralegals	\$225-\$425

15. These hourly rates may change from time to time in accordance with K&S’s established billing practices and procedures, as contemplated by the Engagement Letter. The names, positions, resident offices, and current hourly rates of those K&S professionals currently expected to spend significant time on the Chapter 11 Case are attached as Schedule C to the Schneider Declaration.

16. K&S’s hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

³ As noted in the Engagement Letter, the hourly rates for the K&S lawyers anticipated to work for the Debtor as of November 1, 2017 ranged from \$990 to \$625 for partners and \$735 to \$440 for associates. See Schneider Declaration, Schedule 3.

17. K&S will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Compensation Guidelines, and any additional procedures that may be established by the Court in the Chapter 11 Case. K&S intends to use the following billing categories:⁴

<i>Category</i>	<i>Description</i>
Document Review and Production	Assistance in the collection, review, production, and logging of information sought in the Chapter 11 Case relating to asbestos claims
Preparation of Historical Information	Activities related to review of historic records and preparing witnesses to address issues of company history and related matters and legal advice relating to these issues
Privilege and Work Product Defense	Activities to defend privilege and work product issues related to asbestos claims and the defense thereof
Preparation of Expert Witnesses and Related Evidence	Work with expert witnesses to address issues relating to asbestos matters, as well as assist in the selection of expert witnesses and the identification and use of related evidence
Legal and Factual Analysis Relating to Asbestos Claims	Advice, counseling, and marshalling of the facts and law in connection with any estimation proceeding for asbestos claims or any activities to resolve or address such claims, to the extent not covered by another billing category
Non-Bankruptcy Litigation Matters	Assist the Debtor and lead bankruptcy counsel in efforts to enforce or extend the automatic stay or address other issues arising in non-bankruptcy forums
Court Hearings	Includes preparation for and attendance at court hearings.
Fee Application Preparation	Includes preparation of K&S's fee applications and related activities and the preparation of monthly invoices
Non-Working Travel	Includes time traveling when no services are being performed

⁴ These categories are consistent with and expand upon the project categories in the Compensation Guidelines. K&S, in its discretion and in consultation with the Debtor, may determine to create separate or additional sub-billing categories for certain discrete projects undertaken during the Chapter 11 Case.

18. K&S contemplates using the following expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

19. Subject to this Court's approval and in accordance with sections 327(e), 330, and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Orders and Rules of this Court, the Debtor requests that K&S be compensated on an hourly basis and be reimbursed for the actual, necessary expenses K&S incurs.

Compensation Prior to the Petition Date

20. Prior to the Petition Date, on or about October 20, 2017, the Debtor paid K&S a retainer of \$1 million for professional services and expenses (the "Retainer").

21. For the three-month period preceding the Petition Date, K&S received payments from the Debtor totaling \$726,755.61, covering fees and expenses for August and September and estimated fees and expenses for October 2017.

22. K&S reserves the right to request an additional retainer from the Debtor at any time.

Applicable Authority

23. Section 327(e) of the Bankruptcy Code provides:

The trustee, with the court's approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e)

24. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

25. The Debtors submit that for all the reasons stated herein and in the Schneider Declaration, the retention and employment of K&S as the Debtor's special counsel pursuant to section 327(e) of the Bankruptcy Code and Bankruptcy Rule 2014(a) is warranted.

**No Adverse Interest with Respect to Matters
Upon Which K&S Shall Be Employed**

26. The Schneider Declaration, incorporated herein by reference, discloses K&S's connections to the Debtor and parties in interest in the Chapter 11 Case. In reliance on the Schneider Declaration, and except as set forth therein and in this Application, the Debtor believes that: (a) K&S has no connection with the Debtor, its affiliates,⁵ its creditors, the United States Bankruptcy Administrator for the Western District of North Carolina (the "Bankruptcy Administrator"), any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants; (b) K&S is not a creditor, equity security holder, or insider of the Debtor; (c) none of K&S's lawyers is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) K&S neither holds nor represents an interest materially adverse to the Debtor

⁵ As described in detail in the Schneider Declaration, K&S has represented, and represents, certain non-debtor affiliates of the Debtor in matters unrelated to the Chapter 11 Case.

or its estate with respect to the matters on which K&S is to be employed.

27. In the event that K&S's representation of the Debtor in connection with any particular matter in the Chapter 11 Case would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtor shall use separate counsel to represent its interests with respect to such matter against such party. If that occurs, it is anticipated that other conflicts counsel may be retained in connection with that matter.

28. The employment of K&S is in the best interests of the Debtor and the Debtor's estate. The Debtor believes that the denial of this Application would be highly prejudicial to the Debtor and its bankruptcy estate. Should the Debtor be required to retain counsel in substitution of K&S, the Debtor, its bankruptcy estate, and other parties in interest would be prejudiced by the time and expense required for substitute counsel to become familiar with the Debtor's defenses to asbestos claims and obtain the expertise required to serve the Debtor and their estates in an effective manner.

29. The Debtor's obligations to K&S are current on prepetition services rendered and expenses advanced by K&S.

30. K&S understands that any compensation and expenses paid to it must be approved by this Court upon application consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Orders of this Court.

31. As required by section 327(e) of the Bankruptcy Code and Rule 2014(a), the above-described facts set forth in this Application and the information in the exhibits attached hereto set forth: (a) the specific facts showing the necessity for K&S's employment; (b) the reasons for the Debtor's selection of K&S as its counsel in connection with the Chapter 11 Case; (c) the professional services proposed to be provided by K&S; (d) the arrangement between the Debtor

and K&S with respect to K&S's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtor's knowledge, the extent of K&S's connections, if any, to certain parties in interest in these matters. Accordingly, K&S's retention by the Debtor should be approved.

Notice

32. Notice of this Application has been provided to: (a) the Bankruptcy Administrator; (b) the top law firms representing asbestos claimants against the Debtor, as identified in the Debtor's chapter 11 petition; and (c) counsel to non-debtor affiliate Georgia-Pacific LLC, a Delaware limited liability company. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

33. No prior application for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein; and (b) grant such other and further relief to the Debtor as the Court may deem just and proper.

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Dated: November 2, 2017
Charlotte, North Carolina

Respectfully submitted,
BESTWALL LLC

By: /s/ J. Joel Mercer, Jr.
J. Joel Mercer, Jr.
Chief Legal Officer and Secretary

PROPOSED ATTORNEYS FOR
DEBTOR AND DEBTOR IN POSSESSION:

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EXHIBIT A

Declaration of Richard A. Schneider

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

DECLARATION OF RICHARD A. SCHNEIDER

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), Richard A. Schneider hereby declares as follows:

1. I am an attorney at law admitted and in good standing to practice in the States of Georgia and Florida and before the United States District Court for the Northern District of Georgia; the United States Court of Appeals for the Eleventh Circuit; and the Supreme Court of the United States.

2. I am a partner with the law firm of King & Spalding LLP (“K&S”) and am duly authorized to make this declaration on behalf of K&S. I make this declaration in support of the Ex Parte Application to Employ King & Spalding LLP as Debtor’s Special Counsel Pursuant to Section 327(e) of the Bankruptcy Code Effective as of the Petition Date (the “Application”).² The

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

K&S's Qualifications

3. The Chapter 11 Case arises out of tens of thousands of asbestos personal injury claims filed or asserted against the former Georgia-Pacific LLC f/k/a Georgia-Pacific Corporation (“Old GP”). On July 31, 2017, Old GP underwent an internal, corporate restructuring (the “2017 Corporate Restructuring”) in which Old GP ceased to exist and two new entities were formed—one of which is the Debtor. The Debtor succeeded to certain assets of Old GP and became solely responsible for Old GP’s asbestos liabilities (with the exception of certain claims covered by workers’ compensation statutes and other similar laws).

4. K&S has served as special counsel for Old GP in the asbestos litigation for more than a decade. The Debtor does not propose the employment of K&S as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to 11 U.S.C. § 327(e) to assist on issues relating to the resolution of asbestos claims in the Chapter 11 Case drawing on the work the firm has performed in the past for Old GP and the Debtor and the expertise it has developed from this work. Since at least 2005, K&S has represented Old GP and now the Debtor in matters related to the defense of asbestos claims and possesses extensive knowledge concerning Old GP’s businesses, former asbestos-containing products, history related to asbestos litigation, scientific research relating to issues arising in the asbestos cases filed against Old GP, defenses to asbestos claims, and both Old GP’s and the Debtor’s management of the defense and settlement of asbestos claims.

5. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which K&S has served as long time special counsel to Old

GP and, in which capacity, K&S has continued to serve the Debtor following the 2017 Corporate Restructuring that created the Debtor.

6. In connection with the 2017 Corporate Restructuring, K&S has served as special counsel to Old GP until it ceased to exist and thereafter to the Debtor in advising both entities on matters relating to the conduct and management of asbestos litigation, including in light of the restructuring. K&S's professionals have also been actively involved in working with relevant personnel to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case. K&S has also assisted the Debtor in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in the Chapter 11 Case, calling on the firm's Discovery Center, which has performed a number of significant document related services for Old GP and now for the Debtor.

7. In light of the foregoing, the Debtor seeks to retain K&S as special counsel to advise the Debtor on issues relating to the defense of asbestos claims and the resolution thereof during the course of the Chapter 11 Case, drawing on K&S's prepetition experience and expertise relating to the Debtor's asbestos litigation. To that end, K&S anticipates that it may provide the following services during this Chapter 11 Case:

- a. assisting the Debtor with discovery relating to asbestos claims;
- b. assisting the Debtor in the defense of privilege and work product issues relating to the asbestos matters;
- c. assisting the Debtor in connection with any estimation proceeding for the Debtor's asbestos claims;
- d. assisting the Debtor in any stay issues or other matters relating to asbestos claims in non-bankruptcy forums;
- e. assisting the Debtor in negotiations relating to the resolution of asbestos claims in the Chapter 11 Case; and

f. providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's asbestos-related claims in the Chapter 11 Case.

8. K&S is willing to render the necessary professional services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. The services K&S will provide will be complementary and not in any way duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel or the other firms retained by the Debtor in the Chapter 11 Case to assist in asbestos-related matters. K&S is mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of K&S's role as special counsel.

Compensation and Fee Applications

9. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, K&S intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

10. K&S will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by K&S fall within the following ranges:

Billing Category	U.S. Range
Partners	\$650-\$1,350
Counsel/Of Counsel	\$575-\$1,125
Associates	\$325-\$925
Paralegals	\$225-\$425

11. These hourly rates may change from time to time in accordance with established billing practices and procedures. The names, positions, resident offices and current hourly rates of those K&S professionals currently expected to spend significant time on the Chapter 11 Case are attached as Schedule 3 hereto.

12. K&S's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

13. K&S intends to use the following time descriptions:

Category	Description
Document Review and Production	Assistance in the collection, review, production, and logging of information sought in the Chapter 11 Case relating to asbestos claims
Preparation of Historical Information	Activities related to review of historic records and preparing witnesses to address issues of company history and related matters and legal advice relating to these issues
Privilege and Work Product Defense	Activities to defend privilege and work product issues related to asbestos claims and the defense thereof
Preparation of Expert Witnesses and Related Evidence	Work with expert witnesses to address issues relating to asbestos matters, as well as assist in the selection of expert witnesses and the identification and use of related evidence
Legal and Factual Analysis Relating to Asbestos Claims	Advice, counseling, and marshalling of the facts and law in connection with any estimation proceeding for asbestos claims or any activities to resolve such claims, to the extent not covered by another billing category
Non-Bankruptcy Litigation Matters	Assist the Debtor and lead bankruptcy counsel in efforts to enforce or extend the automatic stay or address other issues arising in non-bankruptcy forums

Court Hearings	Includes preparation for and attendance at court hearings.
Fee Application Preparation	Includes preparation of K&S's fee applications and related activities and the preparation of monthly invoices
Non-Working Travel	Includes time traveling when no services are being performed

14. K&S contemplates using the following expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

Compensation Prior to the Petition Date

15. Prior to the Petition Date, on or about October 20, 2017, the Debtor paid K&S a retainer of \$1 million for professional services and expenses to be incurred from November 1, 2017 forward. (the "Retainer").

16. For the three month period preceding the Petition Date, K&S received payments from the Debtor totaling \$726,755.61, covering fees and expenses for August and September and estimated fees and expenses for October 2017.

17. K&S will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, and any additional procedures that may be established by the Court in the Chapter 11 Case. In addition, K&S understands that interim and final fee awards are subject to approval by this Court.

Disclosure Concerning Disinterestedness

Interested Party List

18. The Debtor has provided K&S with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the “Interested Parties”) in the following categories:

- (a) the equity owner of the Debtor;
- (b) direct and indirect non-debtor subsidiaries of the Debtor;
- (c) other non-debtor affiliates of the Debtor;
- (d) managers and officers of the Debtor;
- (e) major current business affiliations of the Debtor's current managers;
- (f) depository and disbursement banks;
- (g) parties to material contracts, unexpired leases and license agreements with the Debtor;
- (h) applicable permitting or licensing authorities and environmental regulatory agencies;
- (i) the Debtor's key professionals, consultants and service providers;
- (j) the Debtor's most significant ordinary course professionals;
- (k) the known professionals for certain non-debtor parties in interest;
- (l) major suppliers of goods and services;
- (m) significant law firms in asbestos-related litigation with the Debtor;
- (n) significant co-defendants in asbestos-related litigation;
- (o) parties in non-asbestos litigation with the Debtor; and
- (p) insurers, insurance brokers and third-party administrators.

19. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and attorneys for the Bankruptcy Administrator's Office for the Western District of North Carolina and (b) bankruptcy judges for the Western District of North Carolina. The identities of the Interested Parties, developed as of the date hereof, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

20. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtor, its creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator or any person employed in the office of the Bankruptcy Administrator, K&S researched its client database to determine whether it had any relationships with the Interested Parties. To the extent that K&S's research of its relationships with the Interested Parties indicates that K&S has represented in the past two years, or currently represents, any of these entities in matters unrelated to the Chapter 11 Case, the identities of these entities and such entities' relationship to the Debtor and connection to K&S, are set forth in Schedule 2 hereto.

21. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor K&S, nor any partner, associate or other professional thereof has any connection with the Debtor, its creditors, the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth below and in Schedule 2 attached hereto:

- (a) K&S has not represented, and does not and will not represent, any entity in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.
- (b) Prior to the Petition Date, K&S performed certain legal services for the Debtor, as described herein, but the Debtor does not owe K&S any amount

for services performed prior to the Petition Date.

- (c) Prior to the Petition Date, K&S represented the predecessor entity of the Debtor in connection with certain aspects of the restructuring that led to the formation of the Debtor, as described below.
- (d) In matters unrelated to the Debtor or the Chapter 11 Case, K&S currently represents or formerly represented certain of the Debtor's non-debtor affiliates. K&S also represents other clients in matters adverse to certain of the Debtor's non-debtor affiliates in matters unrelated to the Debtor or the Chapter 11 Case. These relationships are set forth on the attached Schedule 2. K&S, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.
- (e) In matters unrelated to the Debtor or the Chapter 11 Case, K&S currently represents Bank of America, N.A., the Debtor's depository and disbursement bank, and affiliates thereof. These relationships are set forth on the attached Schedule 2. K&S, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.
- (f) K&S currently represents certain of the Debtor's significant asbestos related litigation co-defendants, certain of the Debtor's ordinary course professionals, and one of the known professionals for certain non-debtor parties in interest. These relationships are set forth on the attached Schedule 2. In all instances, K&S has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.³

***K&S's Services Prior to the Petition Date
and Representation of Non-Debtor Affiliates in Unrelated Matters***

22. The Debtor ultimately is owned, through certain intermediate limited liability companies, by Koch Industries, Inc. ("KII"). Since 2005, K&S has provided various legal services to certain of KII's direct and indirect subsidiaries, including the predecessor to the Debtor, Georgia-Pacific LLC, a Delaware limited liability company ("Old GP"). These legal services have

³ K&S also represents clients in matters that are adverse to certain of the Interested Parties, including certain of the Debtor's significant asbestos related litigation co-defendants, in matters that are unrelated to the Debtor and otherwise are not adverse to the Debtor or the estate with respect to matters on which K&S is to be employed.

included advice and assistance relating to litigation, mergers and acquisitions and general corporate matters. Each year, K&S's work for KII and its affiliates has represented less than 1% of the firm's total revenues.

23. Following the 2017 Corporate Restructuring and through the Petition Date, K&S represented the Debtor in connection with defending certain prepetition litigation relating to asbestos claims. In addition, following the 2017 Corporate Restructuring, K&S has represented New GP and/or its subsidiaries (collectively, the "Non-Debtor Affiliates"), in matters unrelated to the Debtor or the Chapter 11 Case as summarized in the attached Schedule 2.

24. K&S has not represented, and does not and will not represent, New GP or any other Non-Debtor Affiliate in any matter adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed. To that end, New GP and the other Non-Debtor Affiliates have retained Debevoise & Plimpton LLC to represent them in matters relating to the Debtor and the Chapter 11 Case.

**K&S Holds No Adverse Interest with Respect to Matters
Upon Which K&S Shall Be Employed**

25. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, K&S does not represent or hold any interest adverse to the Debtor or to the estate with respect to the matters on which K&S is to be employed as required by section 327(e) of the Bankruptcy Code, in that: (a) K&S has no connection with the Debtor, its affiliates, its creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth herein and on Schedule 2; (b) K&S is not a creditor, equity security holder or insider of the Debtor; (c) no K&S partner, associate or other professional is, or was within two years of the Petition Date, a director, officer

or employee of the Debtor; and (d) none of the matters in which K&S represents an Interested Party are adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.

26. Despite the efforts described above to identify and disclose connections with parties in interest in this case, because the Debtor is part of a large enterprise and has thousands of creditors and other relationships, and because K&S is an international firm with more than 1,000 attorneys in 20 offices around the globe, K&S is unable to state with certainty that every client representation or other connection of K&S has been disclosed. In this regard, if K&S discovers additional information that requires disclosure, K&S will file supplemental disclosures with the Court.

27. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in this case should arise, the Debtor will use the services of other conflicts counsel in connection with that matter.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

Dated: November 1, 2017
Atlanta, Georgia

/s/ Richard A. Schneider
Richard A. Schneider (GA 629569)
King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Telephone: (404) 572-4889
Facsimile: (404) 572-5100

SCHEDULE 1

Bestwall LLC Potentially Interested Parties

Debtor

Bestwall LLC

Equity Owner of Debtor

Georgia-Pacific Holdings LLC

Debtor's Direct and Indirect Non-Debtor Subsidiaries

Blue Rapids Railway Company LLC
GP Industrial Plasters LLC
Industrial Plasters Canada ULC

Other Non-Debtor Affiliates

Attached hereto as Annex A.

Managers and Officers of the Debtor

Scott J. Gordon (Manager, Treasurer)
Duane R. Hughes (Manager, President)
Diana M. Knigge (Manager)
J. Joel Mercer, Jr. (Chief Legal Officer, Secretary)
Tyler Woolson (Chief Restructuring Officer and Vice President)
Michele G. Wortmann (Chief Financial Officer)

Major Current Business

Affiliations of Debtor's Managers

Blue Rapids Railway Company LLC
Georgia-Pacific Chemicals LLC
Georgia-Pacific Chemical Sales LLC
Georgia-Pacific Gypsum LLC
Georgia-Pacific Treasury Corporation
GP Gypsum LLC
GP Industrial Plasters LLC
Industrial Plasters Canada ULC

Depository and Disbursement Banks

Bank of America, N.A.

Parties to Material Contracts, Unexpired Leases and License Agreements with the Debtor

Counsel on Call LLC
Georgia-Pacific Mt. Holly LLC
Integreon Managed Solutions, Inc.
PACE Claims Services LLC
TRIALNET, Inc. d/b/a Acuity Management Solutions
Troutman Sanders eMerge

Significant Co-Defendants in Asbestos-Related Litigation

Borg Warner Corporation
CBS Corporation
Certainteed Corporation
Cleaver Brooks
Crane Co.
Crown Cork & Seal
Flowserve Corporation
Foster Wheeler Energy
General Electric Company
Goulds Pumps, Inc.
Grinnell Corporation
Honeywell International
IMO Industries
Ingersoll Rand
John Crane Company
Metropolitan Life Insurance Company
Owens Illinois
Pneumo Abex Corporation
Trane Company
Union Carbide Corporation

Permitting/Licensing Authorities, Environmental Regulatory Agencies

North Carolina Department of Environmental Quality
United States Environmental Protection Agency

Debtor's Retained Professionals and Claims Agent

Bates White LLC
Donlin, Recano and Company, Inc.
Jones Day
King & Spalding LLP
Robinson, Bradshaw & Hinson, P.A.
Schachter Harris LLP

Debtor's Significant Ordinary Course Professionals, Consultants and Service Providers

Bailey Crowe Kugler & Arnold LLP
Barclay Damon LLP
Barnes & Thornburg LLP
Burr & Forman LLP
Downs Rachlin Martin PLLC
Forman Watkins & Krutz LLP (Jackson, MS)
Goehring, Rutter & Boehm
HeplerBroom Law Firm
Hodgson Russ LLP
Kean Miller Hawthorne D'armond
Mccowan & Jarman
Lynch Daskal Emery LLP
Manion Gaynor & Manning
Marks, O'Neill, O'Brien, Doherty & Kelly PC
Maron, Marvel, Bradley Anderson & Tardy
LLC
Meagher & Geer PLLP
Miles & Stockbridge PC
Napier Gault Schupbach & Moore PLC
Nelson Mullins Riley & Scarborough LLP
Perkins Coie LLP
Sedgwick LLP
Shapiro, Blasi, Wasserman & Hermann, P.A.
Swanson Martin & Bell LLP
Tucker Ellis LLP
Ulmer & Berne LLP
Wheeler Trigg O'Donnell LLP
Willcox & Savage,PC

Known Professionals for Certain

Non-Debtor Parties in Interest

Debevoise & Plimpton LLP

Major Suppliers of Goods and Services

Georgia-Pacific LLC, a Delaware Limited Liability Company
Georgia-Pacific Building Products LLC

Law Firms With the Most Significant Representations of Asbestos Claimants

Law Offices of Peter G. Angelos PC
Baron & Budd PC
Belluck & Fox LLP
Brayton Purcell LLP
Cooney & Conway
Early, Lucarelli, Sweeney & Meisenkothen
LLC
The Ferraro Law Firm PA
Gori, Julian & Associates, PC
Kazan, McClain, Satterley & Greenwood PLC
Lanier Law Firm
Levin Simes LLP
Levy Konigsberg LLP
Lipsitz & Ponterio LLC
Maune Raichle Hartley French & Mudd LLC
Motley Rice LLC
Napoli Shkolnik PLLC
Law Offices of Peter T. Nicholl
O'Brien Law Firm PC
Shrader & Associates, L.P.
Simmons Hanly Conroy LLC
Simon Greenstone Panatiere Bartlett PC
SWMW Law LLC
Waters & Kraus LLP
Weitz & Luxenberg PC
Law Offices of Paul A. Weykamp

Parties in Non-Asbestos Litigation with the Debtor

Ambassador Insurance Company, Inc.

**Insurers, Insurance Brokers
and Third-Party Administrators**

Ambassador Insurance Company, Inc.
Midland Insurance Company

**Employees of the Bankruptcy
Administrator's Office for the**

Western District of North Carolina

Shelley Abel
Katrina Adams
Debbie Brown
Ann Dornblazer
Alexandria Kenny
Sarah Scholz
David Shepard
Anne Whitley

**Bankruptcy Judges for the
Western District of North Carolina**

Judge Laura T. Beyer [Charlotte]
Judge George Hodges [Asheville]
Judge J. Craig Whitley [Charlotte]

Annex A
Non-Debtor Affiliated Entities¹

¹ The list of non-debtor affiliates herein does not include certain dormant or non-operating affiliates; however, the names of those additional entities have been provided to retained professionals running conflict checks.

A&AT GmbH
A&AT LLC
A&AT UK Limited
Alabama River Cellulose LLC
Arbor Property and Casualty Limited
Arch Properties Company, LLC
Arteva Holdings GmbH
Arteva Services S.à r.l.
Beaverhead Capital, LLC
Big Blue Holdings, Inc.
Blue Rapids Railway Company LLC
BRS Packaging Corporation
Brunswick Cellulose LLC
Buckeye Equity Holdings LLC
Buckeye Technologies Canada Inc.
Buckeye Technologies LLC
Cardell, LLC
Chase Pipe Line Company, LLC
Chentronics, LLC
Cherry Creek Investments, LLC
CKF Events, LLC
CKI Events, LLC
ColPM Strategic Partners, L.P.
Consolidated Glass & Mirror Trucking,
LLC
Consolidated Glass & Mirror, LLC
Corporate Jet Leasing Company, LLC
Custom Glass Solutions Millbury, LLC
Custom Glass Solutions Service Parts,
LLC
Custom Glass Solutions Upper
Sandusky, LLC
Custom Glass Solutions, LLC
CVI Shipping Opportunities Fund A LP
Deerfield MLX Holdings, Inc.
Deerfield Partners, B.V.
Demeter Analytics Holdings, LLC
Demeter Analytics Services, LLC
Digital Roadmap LLC
Dixie Consumer Products LLC
Dongguan Molex Interconnect Co., Ltd.
Duonix Beatrice, LP
Duonix, LLC
Eaglehill Capital Partners L.P.
EFT Analytics Inc.
EFT Control Systems Limited

El Morro Corrugated Box Company
LLC
Emit Technology Co., Ltd.
Encadria Staffing Solutions LLC
Engineered Glass Products, L.L.C.
Facilities & Real Estate Solutions, Inc.
FCT electronic GmbH
FCT, US L.L.C.
FHR Biofuels & Ingredients, LLC
FHR Canada Holding, LLC
Flamar Cavi Elettrici S.r.l.
Flint Hills Resources Alaska, LLC
Flint Hills Resources Arthur, LLC
Flint Hills Resources Asia, Limited
Flint Hills Resources Biodiesel
Operations, LLC
Flint Hills Resources Camilla, LLC
Flint Hills Resources Canada, LP
Flint Hills Resources Canada, ULC
Flint Hills Resources Central Texas,
LLC
Flint Hills Resources Corpus Christi,
LLC
Flint Hills Resources Fairbank, LLC
Flint Hills Resources Fairmont, LLC
Flint Hills Resources Grain, LLC
Flint Hills Resources Houston Chemical,
LLC
Flint Hills Resources Iowa Falls, LLC
Flint Hills Resources Joliet, LLC
Flint Hills Resources Longview, LLC
Flint Hills Resources Menlo, LLC
Flint Hills Resources Mexico, S. de R.L.
de C.V.
Flint Hills Resources Peru, LLC
Flint Hills Resources Pine Bend, LLC
Flint Hills Resources Port Arthur, LLC
Flint Hills Resources Srl
Flint Hills Resources Shakopee, LLC
Flint Hills Resources Shell Rock, LLC
Flint Hills Resources, LC
Flint Hills Resources, LLC
Flint Hills Resources, LP
Foley Cellulose LLC
Fort James International Holdings LLC
Fort James LLC

Gardner Lewis Merger Arbitrage Fund,
L.P.
Georgia Pacific Resinas Uruguay S.R.L.
Georgia-Pacific Asia, Inc.
Georgia-Pacific Bleached Board LLC
Georgia-Pacific Brewton LLC
Georgia-Pacific Building Products LLC
Georgia-Pacific Canada Consumer
Products LP
Georgia-Pacific Canada LP
Georgia-Pacific Cedar Springs LLC
Georgia-Pacific Cellulose (Shanghai)
Trading Co., Ltd.
Georgia-Pacific Chemical Sales LLC
Georgia-Pacific Chemicals LLC
Georgia-Pacific Childcare Center, LLC
Georgia-Pacific Consumer Operations
LLC
Georgia-Pacific Consumer Products
(Camas) LLC
Georgia-Pacific Consumer Products
(Northwest) LLC
Georgia-Pacific Consumer Products LP
Georgia-Pacific Containerboard LLC
Georgia-Pacific Corrugated IV LLC
Georgia-Pacific Corrugated LLC
Georgia-Pacific Corrugated V LLC
Georgia-Pacific Crossett LLC
Georgia-Pacific Equity Holdings LLC
Georgia-Pacific Financial Management
LLC
Georgia-Pacific Foreign Holdings, Inc.
Georgia-Pacific GmbH Holdings, LLC
Georgia-Pacific Gypsum LLC
Georgia-Pacific Holdings, LLC
Georgia-Pacific Innovation LLC
Georgia-Pacific Kraft LLC
Georgia-Pacific LLC, a Delaware
Limited Liability Company
Georgia-Pacific Monticello LLC
Georgia-Pacific Mt. Holly LLC
Georgia-Pacific Nonwovens LLC
Georgia-Pacific Panel Products LLC
Georgia-Pacific Resinas Limitada
Georgia-Pacific St Marys LLC
Georgia-Pacific Steinfurt GmbH
Georgia-Pacific Toledo LLC
Georgia-Pacific Trading (Shanghai) Co.
Ltd.
Georgia-Pacific Treasury Corporation
Georgia-Pacific W&FS (MS) LLC
Georgia-Pacific Warehouse Holdings
LLC
Georgia-Pacific West LLC
Georgia-Pacific WFS LLC
Georgia-Pacific Wood Products LLC
Georgia-Pacific Wood Products South
LLC
GNN Investor LLC
GP Big Island, LLC
GP Building Products Operations LLC
GP Building Products Services LLC
GP Cellulose America Marketing, LLC
GP Cellulose Asia Marketing (HK)
Limited
GP Cellulose GmbH
GP Cellulose International Marketing
SRL
GP Cellulose Operations LLC
GP Cellulose, LLC
GP Center Holdings LLC
GP Chemicals Equity LLC
GP Consumer Products Group LLC
GP Consumer Products Holdings LLC
GP Consumer Products Operations LLC
GP Containerboard Operations LLC
GP Corrugated LLC
GP Financial Holdings LLC
GP Global Finance Holdings LLC
GP Gypsum Equity LLC
GP Gypsum LLC
GP Harmon Holdings LLC
GP Harmon Recycling LLC
GP Harmon Recycling Plant Operations
LLC
GP Industrial Plasters LLC
GP IP Holdings LLC
GP IRB Investments LLC
GP Leasing Corporation
G-P Maine LLC
GP North Woods LP
GP Packaging and Cellulose Operations

LLC
GP Packaging and Sales LLC
GP Wood Products LLC
GPBP Equity Holdings LLC
GPBP Equity Investor I LLC
GPBP Equity Investor II LLC
GPBP Equity Investor III LLC
GPBP Equity Investor IV LLC
GPBP Equity Investor V LLC
GPBP Equity Investor VI LLC
GPBP Equity Investor VII LLC
GPBP Financial Holdings LLC
GPCon/GP LLC
GPCP Equity Holdings LLC
GPCP Equity Investor I LLC
GPCP Equity Investor II LLC
GPCP Equity Investor III LLC
GPCP Equity Investor IV LLC
GPCP Equity Investor V LLC
GPCP Financial Holdings LLC
GPCP IP Holdings LLC
GPFM Holdings LLC
GPPC Equity Holdings LLC
GPPC Equity Investor I LLC
GPPC Equity Investor II LLC
GPPC Equity Investor III LLC
GPPC Equity Investor IV LLC
GPPC Financial Holdings LLC
Guardian Autoglas GmbH
Guardian Automotive Corporation
Guardian Building Products, Inc.
Guardian Caribe, Limitada
Guardian Czestochowa Sp.z.o.o.
Guardian de Argentina S.R.L.
Guardian de Colombia S.A.S.
Guardian do Brasil Vidros Planos Ltda.
Guardian Egypt - Egyptian Glass S.A.E.
Guardian Energy Exploration Corp.
Guardian Energy Management Corp.
Guardian Flachglas GmbH
Guardian Glass Peru S.R.L.
Guardian IG, LLC
Guardian Industries Corp. Ltd.
Guardian Industries Distribution Center,
Inc.
Guardian Industries Navarra S.L.
Guardian Industries Rayong Co., Ltd.
Guardian Industries U.K. Limited
Guardian Industries VP, S. de R.L. de
C.V.
Guardian Industries, LLC
Guardian Japan Ltd.
Guardian Llodio Uno, S.L.
Guardian Luxguard I S.a.r.l.
Guardian Luxguard II S.a.r.l.
Guardian Oroshaza Limited Liability
Company
Guardian Steklo Rostov LLC
Guardian Steklo Ryazan LLC
Guardian VIG, LLC
Hamworthy Combustion Engineering
Co. Ltd.
Hamworthy Combustion Engineering
Limited
Harmon Associates ULC
i360, LLC
i360-Global, LLC
Innovative Integration, LLC
Interconnect Systems, LLC
INV AGH Limited
INV IPS Equity I LLC
INV IPS Equity II LLC
INV NYLON SINGAPORE PTE. LTD.
INVISTA (Australia) Pty Limited
INVISTA (Canada) Company
INVISTA (Deutschland) GmbH
INVISTA (France) SAS
INVISTA (Hong Kong) Limited
INVISTA (International) Sarl
INVISTA (Korea) Ltd.
INVISTA (Nederland) B.V.
INVISTA (Singapore) Pte. Ltd.
INVISTA (Taiwan) Limited
INVISTA (Thailand) Limited
INVISTA Argentina S.R.L.
INVISTA Ashburn Hill LLC
INVISTA Colombia S.A.
INVISTA Fibers & Intermediates
Iberica, S.L.
INVISTA Fibers (Foshan) Company
Limited
INVISTA Fibers (Shanghai) Company

Limited
INVISTA Fibers Company Limited
INVISTA Fibras e Polímeros Brasil
Ltda.
INVISTA Italia S.r.l.
INVISTA Japan LLC
INVISTA Management (Shanghai)
Company Limited
INVISTA North America S.à r.l.
INVISTA Nylon Chemicals (China) Co.,
Ltd.
INVISTA Polimeros Ltda.
INVISTA Polyester B.V.
INVISTA Products SA
INVISTA Resins & Fibers GmbH
INVISTA S.à r.l.
INVISTA Sales & Services (Shanghai)
Company Limited
INVISTA Singapore Fibres Pte. Ltd.
INVISTA Specialty Fibers (Shanghai)
Co. Ltd.
INVISTA Synthetic Fiber (Shanghai)
Co. Ltd.
INVISTA Textiles (U.K.) Limited
INVISTA Textiles (U.K.) Trustee
Company Limited
INVISTA Textiles Germany GmbH
INVISTA Textiles U.K. Limited
INVISTA Trading (Shanghai) Company
Limited
John Zink Company, LLC
John Zink Hamworthy Combustion S.r.l.
John Zink International Luxembourg
S.à.r.l.
John Zink KEU GmbH
Jones Loop Road LLC
KA Special K, L.P.
KAR Hotel Holdings LLC
KAR Hotel Owner LLC
KAR Venture LLC
Kayne Real Estate Debt Partners I, L.P.
Kayne Real Estate Debt Partners III,
L.P.
Kayne Real Estate Debt Partners V, LP
KBX Logistics, LLC
KBX Materials BioFuels, LLC
KBX Materials Northern Tier, LLC
KBX Materials Southern Tier, LLC
KBX Materials, LLC
KBX, LLC
KCBX Terminals Company
KF Financial Assets, Ltd.
KF Financial Investments, Ltd.
KFA Equity Holdings II, LLC
KFA Equity Holdings, LLC
KFA Holdings, LP
KFA Investments, LLC
KFAPL Sub, Inc.
KG Process Innovations s.r.o.
KGGP, LLC
KH Investment Birmingham, LLC
KH Investment Cape Coral, LLC
KH Investment Union Dallas, LLC
KM Superior Terminals, Inc.
Koch AG & Energy Solutions, LLC
Koch Agronomic Services, LLC
Koch Alaska Pipeline Company, LLC
Koch Asia-Pacific G.K.
Koch Australia Pty Limited
Koch Biological Solutions, LLC
Koch Business Holdings, LLC
Koch Business Solutions - Asia Pacific
Pte. Ltd.
Koch Business Solutions - Europe S.à
r.l.
Koch Business Solutions, LP
Koch Canada Energy Services, LP
Koch Canada Real Estate and Properties,
LLC
Koch Capital Investments Company,
LLC
Koch Carbon (UK) Limited
Koch Carbon Belgium BVBA
Koch Carbon, LLC
Koch Chemical Technology Group India
Pvt. Ltd.
Koch Chemical Technology Group
Limited
Koch Chemical Technology Group S.L.
Koch Chemical Technology Group
Saudi Arabia Limited
Koch Chemical Technology Group

Singapore Pte. Ltd.
Koch Chemical Technology Group, S.
de R.L. de C.V.
Koch Chemtech (Shanghai) Trading
Limited
Koch Commodities Europe Limited
Koch Companies Public Sector, LLC
Koch Companies Services, LLC
Koch CTG Middle East FZE
Koch CTG S.à r.l., Russian Branch
Koch Energy Services, LLC
Koch Equity Development LLC
Koch Exploration Canada, L.P.
Koch Exploration Company, LLC
Koch Fertiliser Australia Pty Ltd
Koch Fertilizantes do Brasil Ltda.
Koch Fertilizer (Beijing) Co., Ltd.
Koch Fertilizer Asia Private Ltd.
Koch Fertilizer Beatrice, LLC
Koch Fertilizer Canada, ULC
Koch Fertilizer Dodge City, LLC
Koch Fertilizer Enid, LLC
Koch Fertilizer Ft. Dodge, LLC
Koch Fertilizer International Limited
Koch Fertilizer Products SAS
Koch Fertilizer Trading Sàrl
Koch Fertilizer Trading Sàrl Sucursal
Uruguay
Koch Fertilizer, LLC
Koch Financial Company, LLC
Koch Global Capital, LLC
Koch Global Partners, LLC
Koch Heat Transfer Canada LP
Koch Heat Transfer Company, LP
Koch Industries, Inc.
Koch International B.V.
Koch International SAS
Koch International Shared Services, L.P.
KOCH KNIGHT LLC MERKEZİ
AMERİKA İSTANBUL MERKEZ
ŞUBESİ
Koch Knight, LLC
Koch Knight, LLC (Chile)
Koch Knight, LLC, a Dominican
Republic Branch
Koch Logistics, LLC
Koch Marine, LLC
Koch Membrane Systems, Inc.
Koch Metals Trading Limited
Koch Methanol, LLC
Koch Midstream Services Company,
LLC
Koch Minerals Colombia S.A.S.
Koch Minerals Products (Beijing) Co.,
Ltd.
Koch Minerals, LLC
Koch Nitrogen International Sàrl
Koch Nitrogen International Sàrl, a
Cayman Islands Branch
Koch Nitrogen Shipping, Ltd.
Koch Oil Sands Operating ULC
Koch Performance Roads, Inc.
Koch Pipeline Company, L.P.
Koch Pipeline Company, LLC
Koch Pipeline Services, LLC
Koch Properties Company, L.P.
Koch Properties UK Limited
Koch Pulp & Paper Trading, LLC
Koch Rail, LLC
Koch Real Estate Investments, LLC
Koch Redwood Investments, LLC
Koch Refining International Pte. Ltd.
Koch Remediation & Environmental
Services, LLC
Koch Renewable Resources, LLC
Koch Resources, LLC
Koch RP Holdings I, LLC
Koch Shared Services, LLC
Koch Shipping Pte. Ltd.
Koch Specialty Plant Services, LLC
Koch Sulfur Products Company, LLC
Koch Supply & Trading Sàrl
Koch Supply & Trading, LP
Koch Technology and Optimization,
LLC
Koch Tecnologia Química Ltda.
Koch-Glitsch BVBA
Koch-Glitsch Canada LP
Koch-Glitsch France - Division of Koch
International SAS
Koch-Glitsch Italia S.r.l.
Koch-Glitsch Korea Ltd.

Koch-Glitsch, LP
KOMSA Sàrl
KPL Northern States, LLC
KSISH Investments, LLC
Leaf River Cellulose, LLC
Leaf River Forest Products LLC
Lumberton Cellulose LLC
Market-Based Management, LLC
Marsco Glass Products, L.L.C.
Matador Cattle Company, LLC
Matador Security Company NY, LLC
Matador Security Company, Inc.
MBM Center, Inc.
Memphis Cellulose LLC
Mesa PDC, L.L.C.
Milford Redevelopment LLC
Minnesota Pipe Line Company, LLC
Molex (China) Investment Co., Ltd.
Molex (India) Private Limited
Molex (Malaysia) Sdn. Bhd.
Molex Canada Ltd.
Molex Connected Enterprise Solutions
Pty. Ltd.
Molex Connected Enterprise Solutions
sp z o.o
Molex de Mexico, S.A. de C.V.
Molex Electronic Technologies, LLC
Molex Elektronik GmbH
Molex Hong Kong/China Limited
Molex Integrated Products Philippines,
Inc.
Molex Interconnect (Chengdu) Co., Ltd.
Molex Interconnect (Shanghai) Co., Ltd.
Molex Interconnect GmbH
Molex Japan LLC
Molex Korea Ltd.
Molex Singapore Pte. Ltd.
Molex Sp. z.o.o.
Molex Taiwan Ltd.
Molex Trading (Shanghai) Limited
Molex Vietnam Co., Ltd.
Molex, LLC
Molex, S.A. de C.V.
Moscow Camden and San Augustine
Railroad LLC
Nallatech Limited
Nallatech, LLC
Nekoosa Papers Inc.
Nylmex, S. de R.L. de C.V.
Old Augusta Railroad, LLC
Oplink China Business Trust
Oplink Communications US Division,
LLC
Oplink Communications, LLC
Optimized Process Designs, LLC
P.Y. Group, Inc.
PAX Corrugated Products, Inc.
Performance Roads Design, Inc.
Phoenix Athletic Club LLC
Pilar Singapore Pte. Ltd.
Preferred Returns G/P, LLC
Pro-Tek Medical Limited
Radcliffe Unlevered Ultra Short
Duration Fund, L.P.
Radial Insight, LLC
Reliable Container Corporation
Reliable Container de Mexico, S.A. de
C.V.
Reliable Packaging de Mexico, S.A. de
C.V.
Reliable Packaging Products, Inc.
Resinas Concordia S.R.L.
SDP Telecom (Suzhou) Co. Ltd.
Sea Breeze Communication Company
SLF IV Lending Co-Investment, L.P.
Spandler Bros Limited
SPG Holdings LLC
Spring Creek Capital, LLC
SRG Global (Suzhou) Co., Ltd.
SRG Global (XiaoGan) Co. Ltd.
SRG Global Boleslawiec Sp. z o.o.
SRG Global Coatings, Inc.
SRG Global IBI, S.L.
SRG Global Liria, S.L.
SRG Global Mexico S. de R.L. de C.V.
SRG Global Trim, Inc.
TDE, K.K.
The Invironmentalists, LLC
Tomahawk Land Company LLC
Treated Lumber LLC
Trident Private Holdings III, LLC
Truck-Lite Co., LLC

Valenciana De Suministros Y Contratas
Industriales S.L.
W.J. Reid (Fertilisers) Limited
WC Pipeline Co., L.L.C.
Web Media, LLC
Woodhead Industries, LLC
XRS Mobility LLC
Zhuhai FTZ Oplink Communications,
Inc.

SCHEDULE 2

Disclosure Schedule

<i>Relationship to Debtor</i>	<i>Name of Entity</i>	<i>Relationship to King & Spalding LLC</i>
<i>Other Non-Debtor Affiliates</i>	Georgia-Pacific LLC <i>f/k/a</i> Georgia Pacific Corporation (ceased to exist July 31, 2017)	This entity was and is named as the defendant in various asbestos cases in which K&S represented and still represents other co-defendants but K&S is not retained to make claims for those co-defendants against Georgia-Pacific
	Georgia-Pacific LLC, a Delaware Limited Liability Company (created July 31, 2017)	K&S currently represents this entity in matters unrelated to the Debtor
<i>Depository and Disbursement Bank</i>	Bank of America, N.A.	K&S currently represents Bank of America, N.A. and affiliates Bank of America/Merrill Lynch and Merrill Lynch & Company, Inc. in matters unrelated to the Debtor
<i>Significant Co-Defendants in Asbestos-Related Litigation</i>	Borg Warner Corporation	K&S currently represents this entity in matters unrelated to the Debtor
	CBS Corporation	K&S currently represents affiliates of this entity in matters unrelated to the Debtor
	Certainteed Corporation	K&S currently represents affiliates of this entity in matters unrelated to the Debtor
	Flowserve Corporation	K&S previously, within the last two years, represented this entity in matters unrelated to the Debtor
	General Electric Company	K&S currently represents this entity and certain of its affiliates in matters unrelated to the Debtor
	Honeywell International	K&S currently represents this entity in matters unrelated to the Debtor; K&S also represents a subsidiary of this entity, UOP, LLC, in asbestos litigation in which Georgia Pacific Corporation is a named co-defendant but K&S is not retained

		to make claims against Georgia-Pacific
	Metropolitan Life Insurance Company	K&S currently represents this entity in matters unrelated to the Debtor
	Pneumo Abex Corporation	K&S currently represents this entity in asbestos litigation in which Georgia-Pacific Corporation is a named co-defendant but K&S is not retained to make claims against Georgia-Pacific
	Union Carbide	K&S currently represents this entity, as well as its affiliate, the Dow Chemical Company, in matters unrelated to the Debtor
<i>Permitting/Licensing Authorities; Environmental Regulatory Agencies</i>	North Carolina Department of Environmental Quality	K&S currently represents client who are adverse to this entity in unrelated matters
	United States Environmental Protection Agency	K&S currently represents clients who are adverse to this entity in unrelated matters
<i>Debtor's Significant Ordinary Course Professionals, Consultants and Service Providers</i>	Nelson Mullins Riley & Scarborough, LLP	K&S currently represents this entity in matters unrelated to the Debtor
	Perkins Coie LLP	K&S currently represents this entity in matters unrelated to the Debtor
<i>Known Professionals for Certain Non-Debtor Parties in Interest</i>	Debevoise & Plimpton LLP	K&S currently represents this entity in matters unrelated to the Debtor
<i>Operating Non-Debtor Affiliated Entities</i>	Molex, LLC	K&S is adverse to this entity in matters unrelated to the Debtor

	Koch Rail, LLC	K&S is adverse to this entity in matters unrelated to the Debtor
	Koch Pulp & Paper Trading LLC	K&S is adverse to this entity in matters unrelated to the Debtor
	Nylmex, S. de R.L. de C.V.	K&S currently represents the ultimate parent of this entity, Alfa, SAB de CV, in matters unrelated to the Debtor; K&S is also adverse to the ultimate parent, Alfa, SAB de CV, in matters unrelated to the Debtor
	Optimized Process Designs, LLC	K&S is adverse to this entity in matters unrelated to the Debtor

SCHEDULE 3

**Nonexclusive List of Certain King & Spalding LLP Professionals
and Their Current Hourly Rates as of November 2017**

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE*
Richard A. Schneider	Atlanta	Partner	\$990.00
Mark M. Maloney	Atlanta	Partner	\$980.00
Geoffrey M. Drake	Atlanta	Partner	\$625.00
Brian T. Stansbury	Washington, D.C.	Counsel	\$735.00
John R. Tucker	Atlanta	Counsel	\$455.00
Andrew H. Walcoff	Atlanta	Counsel	\$374.00
Kevin J. O'Brien	Atlanta	Associate	\$630.00
Adam Reinke	Atlanta	Associate	\$495.00
Leia C. Shermohammed	Atlanta	Associate	\$440.00
Gregory Antine	Atlanta	Staff Attorney	\$280.00
Kathleen P. Lindley	Atlanta	Paralegal	\$198.00

EXHIBIT B

Proposed Order

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**ORDER APPROVING EMPLOYMENT OF KING & SPALDING LLP
AS DEBTOR'S SPECIAL COUNSEL PURSUANT TO SECTION 327(e)
OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

Upon the *Ex Parte Application to Employ King & Spalding LLP as Debtor's Special Counsel Pursuant to Section 327(e) of the Bankruptcy Code Effective as of the Petition Date* (the "Application"), filed by the debtor and debtor in possession in the above-captioned case (the "Debtor"), for an order, pursuant to section 327(e) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1(b) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Rules"),

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

authorizing the retention and employment of the law firm of King & Spalding LLP (“K&S”) as of the Petition Date as Special Counsel for the Debtor as more fully set forth in the Application and upon the *Declaration of Richard A. Schneider* (the “Schneider Declaration”); and the Court being satisfied, based upon the representations made in the Application and the Schneider Declaration, that K&S represents or holds no interest adverse to the Debtor or its estate as to the matters upon which K&S is to be engaged; that the employment of K&S would be for a special purpose pursuant to 11 U.S.C. § 327(e); that K&S has previously represented the Debtor in the matters for which it is to be engaged; and that such engagement of K&S is necessary and would be in the best interests of the Debtor and its estate; and it appearing that the Court has jurisdiction to consider the Application; it appearing that the notice of the Application having been properly given and such notice being adequate for the entry of this order; it appearing that no other notice is required; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED**;
2. The Debtor is authorized to retain and employ King & Spalding LLP as its special counsel in the above-captioned chapter 11 case (the “Chapter 11 Case”), in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b), on the terms and conditions set forth in the Application effective as of the Petition Date;
3. King & Spalding LLP is authorized to render the professional services set forth in the Application, the Engagement Letter, and the Schneider Declaration;
4. King & Spalding LLP shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance

with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders or procedures of this Court;

5. This Order shall be immediately effective and enforceable upon its entry;

6. Pursuant to Local Rule 9013-1(f), any party shall be entitled to a hearing or request that the Court reconsider the entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.

7. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application; and

8. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT C

Engagement Letter

KING & SPALDING

King & Spalding LLP
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Richard A. Schneider
Direct Dial: +1 404 572 4889
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dschneider@kslaw.com

October 14, 2017

J. Joel Mercer, Jr.
Chief Legal Officer
Georgia-Pacific LLC
100 Peachtree Street NE
7th Floor
Atlanta, Georgia 30303

Dear Joel:

Thank you for retaining King & Spalding LLP for this engagement. We are pleased that you have sought our counsel, and we look forward to assisting you on the matters described below. This letter sets forth the scope and terms of our engagement by Georgia-Pacific LLC, a North Carolina limited liability company (the "Company" or "you"), in connection with the following services (collectively, the "Matters"): providing litigation related advice in connection with the Company's preparation for the possible commencement, administration and completion of a case (a "Bankruptcy Case") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). This letter supersedes in its entirety the firm's engagement letter with Georgia-Pacific LLC dated July 14, 2017.

I will be the lead lawyer in this engagement. If circumstances should necessitate a change, I will give you prompt notification and an opportunity to participate in the selection of the person who will take over responsibility for this engagement for the firm.

The Company is engaging the firm on an hourly basis; disbursements billed to the Company at cost. Our services will be billed on a monthly basis. The firm will assign to this matter one or more partners, associates, and paralegals as may be necessary to accomplish the tasks relating to the engagement. We have discussed with you, and agreed upon, the current hourly rates of the firm's attorneys and other personnel expected to be involved in the firm's representation of the Company.

We will submit billing statements to you on a monthly (or, if circumstances require, a more frequent) basis. If you have any question or concern about any billing statement, we ask that you raise it with us promptly upon your receipt of the statement. As we have discussed, the Company has agreed to pay us a \$1,000,000 retainer upon the execution of this letter (the "Retainer"). Our fees and expenses shall be deemed automatically applied against such

J. Joel Mercer, Jr.
October 14, 2017
Page 2

Retainer as such fees and expenses arise, unless we notify you otherwise. You agree to provide us with additional retainer amounts from time to time in order to maintain the Retainer at \$1,000,000. It is understood that King & Spalding LLP will receive a retainer in the event of the commencement of any Bankruptcy Case for the Company in an amount not less than \$1,000,000.

If it becomes necessary for the Company to file a petition under chapter 11 of the Bankruptcy Code, our ongoing employment by the Company will be subject to the approval of the bankruptcy court with jurisdiction over the petition. If necessary, we will modify the terms and conditions of our employment described above as may be required to comply with the applicable requirements of the bankruptcy process, including any orders of the bankruptcy court.

We look forward to representing the Company in this matter and appreciate very much the confidence you have expressed in us by engaging our firm. If this engagement is acceptable according to the terms outlined above, and under the terms included herein, kindly sign the additional copy of this letter and return a scanned copy by email or fax.

Sincerely,



Richard A. Schneider

GEORGIA-PACIFIC LLC

By:

Title:

Date:

Joel Mercer
Chief Legal Officer
10/18/17