

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

***EX PARTE APPLICATION OF THE DEBTOR
FOR AN ORDER AUTHORIZING IT TO RETAIN
AND EMPLOY BERKELEY RESEARCH GROUP, LLC
AS FINANCIAL ADVISOR, EFFECTIVE AS OF JULY 8, 2020***

DBMP LLC, the above-captioned debtor and debtor in possession (the “Debtor”), seeks entry of an order substantially in the form attached hereto as Exhibit A: (a) authorizing the employment and retention of Berkeley Research Group, LLC (“BRG”), as financial advisor to the Debtor effective as of July 8, 2020 and in accordance with the terms and conditions set forth in that certain engagement letter between BRG and the Debtor dated as of July 8, 2020 (the “Engagement Letter”), a copy of which is attached hereto as Exhibit B; and (b) approving the terms of BRG’s employment as set forth in the Engagement Letter. In support of this Application, the Debtor submits and incorporates by reference the Declaration of Stephen Coulombe, a Managing Director at BRG (the “Coulombe Declaration”), which is attached hereto as Exhibit C. In further support of this Application, the Debtor respectfully states as follows:

Background

1. On January 23, 2020 (the “Petition Date”), the Debtor commenced this case (the “Chapter 11 Case”) by filing a voluntary petition for relief under chapter 11 of title 11

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

of the United States Code (the “Bankruptcy Code”).

2. The Debtor is a North Carolina limited liability company. It is the direct parent company of Millwork & Panel LLC, a North Carolina limited liability company, which manufactures vinyl siding and polyvinyl chloride (PVC) trim products for the construction market at facilities it owns in Claremont, North Carolina and Social Circle, Georgia. As of the Petition Date, the Debtor was a defendant in tens of thousands of asbestos-related lawsuits pending in courts throughout the United States.

3. 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.

4. 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 Robert J. Panaro in Support of First Day Pleadings* [Dkt. 24], which was filed on the Petition Date. The Debtor also filed an *Informational Brief of DBMP LLC* [Dkt. 22] to provide additional information about its asbestos litigation, related costs and its plans and goals for this Chapter 11 Case.

5. On February 14, 2020, the Court entered an order [Dkt. 155] appointing an official committee of asbestos claimants (the “Asbestos Committee”) in the Chapter 11 Case. On June 1, 2020, the Court entered an order [Dkt. 310] appointing Sander L. Esserman as the representative of future claimants in the Chapter 11 Case (the “Future Claimants’ Representative”).

Jurisdiction

6. This Court has subject matter 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). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

7. Pursuant to section 327(a) of the Bankruptcy Code, Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the “Compensation Guidelines”), the Debtor hereby seeks entry of an order: (a) authorizing the Debtor to retain and employ BRG as financial advisor in the Chapter 11 Case, effective as of July 8, 2020, in accordance with the terms of the Engagement Letter;² and (b) approving the terms of BRG’s employment, including the fee and expense structure and the indemnification provisions set forth in the Engagement Letter.

Basis for Relief Requested

BRG’s Qualifications

8. In selecting a financial advisor, the Debtor sought a consultant with experience in providing financial advisory services in complex cases. The Debtor seeks to retain BRG as its financial advisor because, among other things, the Debtor understands that BRG (a) has a wealth of experience in providing financial consulting services in chapter 11 cases and (b) enjoys an excellent reputation for services it has rendered in large and complex chapter 11

² Any references to or summaries 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 summaries provided herein.

cases on behalf of debtors and creditors throughout the United States. BRG's Corporate Finance practice has experience in restructuring, transaction advisory, litigation support, solvency, and valuation matters and has provided a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. BRG has acted as financial advisor, crisis manager, and corporate officer in middle market to large multinational restructurings across a wide array of industries. The Corporate Finance professionals at BRG have assisted and advised debtors, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including the chapter 11 cases of: American Apparel, LLC, Bestwall LLC, Boy Scouts of America, Brookstone Holding Corp., Calpine, Chrysler (a/k/a Old Carco LLC), Federal-Mogul, Gymboree Group, Inc., M & G USA Corporation, MF Global Holdings, Ltd., Mirant Energy, Molycorp Inc., Nine West Holdings, Inc., Nortel, Peabody Energy Corporation, Quicksilver Resources, Inc., Real Industry, Inc., Refco, Inc., Reichhold Holdings US, Inc., Rue21, Inc., Specialty Retail Shops Holding Corp (a/k/a Shopko), Sabine Oil & Gas Corp., SemGroup, Spiegel Inc., Tropicana Entertainment, LLC, Vitamin World, Inc., Walter Energy, Westmoreland Coal Company, Wet Seal and W.R. Grace.³

Services to Be Provided by BRG

9. As set forth more fully in the Engagement Letter, the Debtor anticipates that BRG will render certain financial advisory and related services to the Debtor (collectively, the "Services"), as needed. It is anticipated that the Services will consist of the following activities:

- (a) advise and assist the Debtor with respect to financial issues that arise in the Chapter 11 Case, including in connection with any contested matters or adversary proceedings;

³ The professionals at BRG were employed in certain of these engagements prior to joining BRG.

- (b) assist the Debtor in communications or negotiations on financial matters with advisors for other stakeholders;
- (c) assist in any financial reporting as and when requested by the Debtor;
- (d) provide expert reports or testimony in the Chapter 11 Case as necessary or appropriate; and
- (e) provide other financial advisory and consulting services in connection with the Chapter 11 Case as and when requested by the Debtor, *provided that* such additional services will not duplicate the work of any of the Debtor's other advisors.

Engagement Letter, 1.

10. The Debtor requires knowledgeable professionals to render these financial advisory services. This is a large and complex case that is expected to raise issues requiring the assistance of a qualified financial professional. The Debtor expects that these issues could involve, for example, (a) assistance in fulfilling chapter 11 reporting obligations and other financial reporting; (b) addressing questions or issues raised by FTI Consulting, Inc., as financial advisor to the Asbestos Committee and the Future Claimants' Representative; and (c) assisting with financial issues relating to matters pending before the Court, potentially including a plan of reorganization. The Debtor, like the Asbestos Committee and the Future Claimants' Representative, lacks the ability to perform these tasks effectively without retention of an outside financial professional. As noted above, the Debtor believes that BRG has substantial relevant expertise in providing financial advisory services to chapter 11 debtors and, therefore, BRG's services will provide valuable support to the Debtor in the Chapter 11 Case. Accordingly, the Debtor respectfully submits that BRG is well qualified to perform the Services for the Debtor.

11. The Debtor believes that the Services will complement, and will not duplicate, the services that other professionals provide to the Debtor in the Chapter 11 Case, including those services performed by asbestos consultant Bates White, LLC ("Bates White").

As described further in the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Bates White, LLC as Asbestos Consultants as of the Petition Date* [Dkt. 19], Bates White provides the Debtor with certain services that are highly specialized and focused on the Debtor's asbestos liabilities. By contrast, BRG will provide general financial advisory services to address other matters in the Chapter 11 Case. Further, BRG will use reasonable efforts to coordinate with the Debtor's other professionals to avoid the unnecessary duplication of services.

Professional Compensation

12. Subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code and the applicable Bankruptcy Rules, Local Bankruptcy Rules, Compensation Guidelines and orders and procedures of this Court, the Debtor requests that BRG be compensated for all Services provided to the Debtor at BRG's customary hourly rates that are in effect at the time the Services are rendered. BRG has informed the Debtor that such hourly rates, which may change from time to time and are typically adjusted annually,⁴ are as follows:

- | | |
|----------------------|--------------|
| • Managing Director | \$825-\$1095 |
| • Director | \$625-\$835 |
| • Professional Staff | \$295-\$740 |
| • Support Staff | \$125-\$260 |

Engagement Letter, 1-2. The BRG professionals with primary responsibility for this engagement and their current hourly rates are: (a) Robert J. Duffy, managing director (\$1,095.00 per hour); and (b) Stephen Coulombe, managing director (\$1,095.00 per hour). Engagement Letter, 2.

13. BRG also will bill the Debtor for reimbursement of direct, reasonable and necessary out-of-pocket expenses that are incurred on the Debtor's behalf during BRG's

⁴ Under the Engagement Letter, hourly rates may change in the future from time to time upon agreement of the parties and advance 30-day notice to the Debtor. Engagement Letter, 1.

engagement (collectively, the “Direct Expenses”). The Direct Expenses include, but are not limited to: (a) travel; (b) costs of reproduction, research and communications; and (c) any applicable sales or excise taxes. Engagement Letter, 2. Further, if BRG and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this engagement, BRG will be compensated by the Debtor at its standard billing rates for all professional time and reimbursed for Direct Expenses, including reasonable attorneys’ fees, incurred with respect thereto. Engagement Letter, 5.

14. The Debtor respectfully submits that BRG’s compensation structure is fair and reasonable. BRG has informed the Debtor that the rates charged by BRG and the expense reimbursement structure are consistent with BRG’s normal and customary billing practices for comparably sized complex cases and transactions, both in and out-of-court, involving similar services as those to be provided in connection with the Chapter 11 Case. Moreover, BRG has informed the Debtor that its compensation structure is consistent with and typical of arrangements entered into by BRG and other financial advisors in connection with rendering comparable services to chapter 11 debtors.

15. The Debtor understands that BRG intends to apply to the Court for approval of compensation and reimbursement of actual, necessary expenses for its financial advisory services in accordance with the applicable provisions of: (a) the Bankruptcy Code; (b) the Bankruptcy Rules; (c) the Local Bankruptcy Rules; (d) orders of this Court, including the *Amended Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 402] (as it may be amended, the “Interim Compensation Order”); (e) the Compensation Guidelines; and (f) any other guidelines established by the Court or the United States Bankruptcy Administrator for the Western District

of North Carolina (the “Bankruptcy Administrator”). Regardless of the time and manner of interim compensation, BRG understands that, subject to this Court’s orders, BRG will be required to follow the procedures for final allowance of fees at the end of the bankruptcy cases.

Indemnification Provisions

16. Pursuant to the Engagement Letter, and as material consideration for BRG to provide the Services, the Debtor has agreed to the indemnification terms set forth in the Engagement Letter (collectively, the “Indemnification Provisions”). The Indemnification Provisions provide that:

- (a) the Debtor shall indemnify and hold harmless BRG, and its members, principals, employees, representatives, agents, counsel and affiliates (each, an “Indemnified Party”), against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements, including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which BRG is a party) (collectively, the “Losses”), that in each case were caused by, related to, based upon or arose out of or in connection with the Debtor’s engagement of BRG or any Services rendered pursuant to the Debtor’s engagement, *unless* there is a final non-appealable order of a court of competent jurisdiction finding that such Losses arose from an Indemnified Party’s gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing;
- (b) BRG and the Debtor shall not be liable to each other for any delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence or any law, order or requirement of any governmental agency or authority;
- (c) the Debtor and BRG shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of the Services under the Engagement Letter; and
- (d) any request for indemnification shall be subject to application to and approval of this Court.

Engagement Letter, 4.

Disclosure Concerning Disinterestedness

17. In reliance on the Coulombe Declaration and except as set forth therein, the Debtor believes that (a) BRG,⁵ its Managing Directors and Directors, and the engagement team do not have any connections 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; (b) BRG is not a creditor, equity security holder or insider of the Debtor; (c) BRG, its Managing Directors and Directors, and the engagement team is not, and was not within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) BRG neither holds nor represents an interest materially adverse to the Debtor or its estate. Accordingly, the Debtor believes that BRG is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

18. The Debtor also has been advised that no promises have been received by BRG, nor any employee or independent contractor thereof, as to payment or compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees and independent contractors of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees or independent contractors has entered into an agreement or understanding to share compensation with any other entity as described in Bankruptcy Rule 2016.

⁵ References herein to BRG pertaining to disinterestedness and disclosures of relationships with parties in interest refer collectively to Berkeley Research Group, LLC, and all of its affiliates, subsidiaries, and parent entities.

19. To the extent that, during the period of its retention, BRG discovers any new relevant facts or relationships bearing on the matters described herein, BRG will supplement the Coulombe Declaration accordingly.

Argument

20. The Debtor seeks authority to employ and retain BRG as its financial advisor under section 327 of the Bankruptcy Code. Section 327 of the Bankruptcy Code provides, in relevant part, that a debtor, subject to court approval:

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under [the Bankruptcy Code].

11 U.S.C. § 327(a).

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

specific 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(a).

22. As required by Bankruptcy Rule 2014(a), the facts set forth in this Application and the information in the Exhibits attached hereto set forth: (a) the specific facts showing the necessity for BRG's employment; (b) the reasons for the Debtor's selection of BRG as its financial advisor in connection with the Chapter 11 Case; (c) the professional services

proposed to be provided by BRG; (d) the arrangement between the Debtor and BRG with respect to BRG's compensation; and (e) to the best of the Debtor's knowledge, the extent of BRG's connections, if any, to certain parties in interest in these matters. Accordingly, BRG's retention by the Debtor should be approved.

23. The Debtor believes that the Engagement Letter, including the compensation structure and the Indemnification Provisions described therein, appropriately reflects (a) the nature and scope of services to be provided by BRG and (b) BRG's substantial experience with respect to financial advisory services. The Debtor believes that BRG's proposed fees are comparable to compensation generally charged by financial advisors of similar stature to BRG for comparable engagements, both in and out of bankruptcy proceedings. Moreover, as described in the Coulombe Declaration, the compensation structure is consistent with BRG's normal and customary billing practices for comparably sized and complex cases, both in and out of court, involving services similar to those to be provided in connection with the Chapter 11 Case.

24. The Debtor respectfully submits that the Indemnification Provisions, viewed in conjunction with the other terms of BRG's proposed retention, are reasonable and in the best interests of the Debtor, its estate and creditors. Further, the Debtor believes the Indemnification Provisions are customary and reasonable for financial advisory engagements, both in and out of court. *See, e.g., Order Authorizing the Retention of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Asbestos Personal Injury Claimants Effective as of March 6, 2020, In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C. Apr. 29, 2020) (approving financial advisor engagement with indemnification provisions); *Ex Parte Order Authorizing the Debtor to Retain and Employ Berkeley Research*

Group, LLC as Financial Advisor, as of June 1, 2018, In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. July 2, 2018) (approving BRG engagement with same indemnification provisions); *Order Approving the Ex Parte Application of the Official Committee of Asbestos Claimants to Retain and Employ of FTI Consulting, Inc. as Financial Advisor as of January 2, 2018, In re Bestwall LLC*, No. 17-31795 (LTB) (Bankr. W.D.N.C. Feb. 14, 2018) (approving financial advisor engagement with indemnification provisions); *Ex Parte Order Authorizing the Debtors to Retain and Employ PricewaterhouseCoopers LLP as Financial Advisors as of the Petition Date, In re Kaiser Gypsum Co., Inc.*, No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 21, 2016) (same).

25. In light of the foregoing, and given (a) the issues that BRG may be required to address in the performance of the Services hereunder, (b) BRG's commitment to the variable level of time and effort necessary to address all such issues as they arise and (c) the market prices for BRG's services for engagements of this nature, the Debtor believes that BRG's compensation structure, the Indemnification Provisions and the other engagement terms set forth in the Engagement Letter are reasonable and should be approved.

Notice

26. Consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 27] (the "Case Management Order"), notice of this Application has been provided to: (a) the Bankruptcy Administrator; (b) counsel to the Asbestos Committee; (c) counsel to the Future Claimants' Representative; (d) counsel to the Debtor's non-debtor affiliate, CertainTeed LLC; and (e) the other parties on the Service List established by the Case Management Order. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

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

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

Dated: August 6, 2020
Charlotte, North Carolina

Respectfully submitted,

/s/ Garland S. Cassada

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ATTORNEYS FOR DEBTOR AND DEBTOR
IN POSSESSION

EXHIBIT A

Proposed Order

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**EX PARTE ORDER AUTHORIZING THE DEBTOR TO
RETAIN AND EMPLOY BERKELEY RESEARCH
GROUP, LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF JULY 8, 2020**

This matter coming before the Court on the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Berkeley Research Group, LLC as Financial Advisor, Effective as of July 8, 2020* (the “Application”),² filed by the above-captioned debtor and debtor in possession (the “Debtor”); the Court having reviewed the Application and the Coulombe Declaration; and the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2),

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

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

(vi) notice of the Application was sufficient under the circumstances and (v) Berkeley Research Group, LLC (“BRG”) neither holds nor or represent any interest materially adverse to the Debtor’s estate and is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code and as required by section 327 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Application and the Coulombe Declaration establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtor is hereby authorized to retain and employ BRG as financial advisor in the Chapter 11 Case, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and Local Bankruptcy Rules 2014-1, on the terms and conditions set forth in the Application and the Engagement Letter, effective as of July 8, 2020.
3. BRG is authorized to render the Services, as set forth in the Application and the Engagement Letter.
4. BRG shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the Engagement Letter, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Interim Compensation Order and any other applicable orders or procedures of this Court.
5. BRG shall apply for compensation for professional services rendered in the Chapter 11 Case and reimbursement of expenses incurred in connection with those services in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of

the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order and any other applicable procedures and orders of this Court.

6. The Indemnification Provisions are approved as set forth in the Engagement Letter; *provided that*, for the avoidance of doubt, any request for indemnification by BRG thereunder shall be made on application to, and subject to approval of, this Court.

7. To the extent that this Order is inconsistent with the Engagement Letter, the terms of this Order shall govern.

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

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

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

11. 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 B

Engagement Letter



July 8, 2020

Via E-mail

Michael T. Starczewski
Chief Legal Officer
DBMP LLC
20 Moores Road
Malvern, Pennsylvania 19355

Re: DBMP LLC – Financial Advisory Services

Dear Michael:

This letter confirms the engagement of Berkeley Research Group, LLC (“BRG”) to provide financial advisory and consulting services to DBMP LLC (“Client” or “DBMP”). This letter and any attachments set forth the agreement (“Agreement”) between the parties.

SCOPE OF WORK

The scope of work under this engagement shall consist of the following activities (“Services”):

- Advise and assist DBMP with respect to financial issues that arise in its chapter 11 case (the “Chapter 11 Case”), including in connection with any contested matters or adversary proceedings;
- Assist DBMP in communications or negotiations on financial matters with advisors for other stakeholders;
- Assist in any financial reporting as and when requested by DBMP;
- Provide expert reports or testimony in the Chapter 11 Case as necessary or appropriate; and
- Provide other financial advisory and consulting services in connection with the Chapter 11 Case as and when requested by DBMP, provided that such additional services will not duplicate the work of any of DBMP’s other advisors.

It is understood and agreed that BRG’s Services may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of Client.

FEES & EXPENSES

Client will pay BRG professional fees, which will be based on the actual hours charged at BRG’s standard hourly rates, which are in effect when the Services are rendered (“Professional Fees”). Hourly rates may change in the future from time to time upon agreement of the parties and advance 30-day notice to DBMP; rates are typically adjusted annually. The current hourly rates are as follows:



July 8, 2020
Page 2 of 6

Managing Director	\$825 - \$1095
Director	\$625 - \$835
Professional Staff	\$295 - \$740
Support Staff	\$125 - \$260

The parties who will have primary responsibility for this engagement and their current hourly rates are Robert J. Duffy (\$1,095.00) and Stephen Coulombe (\$1,095.00).

In addition to Professional Fees, BRG will be reimbursed for direct, reasonable, and necessary out-of-pocket expenses, including, but not limited to, travel, costs of reproduction, research, communications, and any applicable sales or excise taxes.

Please remit payments by wire to:

Account Name: Berkeley Research Group, LLC

Account No: 8026286672

Bank: PNC Bank, N.A.

ABA No: 031207607

remittance@thinkbrg.com

INVOICING AND PAYMENT

BRG acknowledges that payment of its Professional Fees and reimbursement of its expenses will be subject to compliance with sections 330 and 331 of the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"); any applicable provisions of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* entered in the Chapter 11 Case [Docket No. 150], as it may be amended; and any other relevant local rules, guidelines, or orders of the bankruptcy court in the Chapter 11 Case (the "Bankruptcy Court").

COMPANY RESPONSIBILITIES

Client agrees that the delivery of Services and Professional Fees charged are dependent on timely and effective cooperation from the Client. Accordingly, Client shall furnish to BRG financial information and other information regarding the business of Client as BRG may reasonably request in connection with the Agreement. Client also represents that it will make a good faith effort to ensure that information furnished to BRG is accurate at the time it is furnished and agrees to take reasonable steps to keep BRG advised of developments materially affecting Client or its financial position relating to the work being performed by BRG. Client shall make decisions and take further actions, as Client determines in its sole discretion, relating to any recommendations made by BRG in connection with this Agreement.

BRG shall not make any management decisions on behalf of Client and will not be responsible for Client's decision to pursue, or not to pursue, any business strategy or to implement, or not implement, recommendations made by BRG. As part of the Services, BRG may be requested to assist Client (and its



July 8, 2020
Page 3 of 6

legal or other advisors) in negotiating with Client's stakeholders and with other interested parties. In the event that BRG participates in such negotiations, the representations made and the positions advanced will be those of Client and its management, not BRG or its employees.

CONFIDENTIALITY

BRG shall not disclose any confidential or privileged information to any third party; *provided, however*, that BRG may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide Services in connection with this engagement provided such parties agree to maintain the confidentiality of such information; (b) with Client's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to Client. Work papers associated with BRG's consulting Services are the confidential property of BRG.

OWNERSHIP OF INTELLECTUAL PROPERTY AND USE OF DELIVERABLES & DATA

Client acknowledges and agrees that, with respect to any deliverables provided in connection with the Services, BRG is the sole owner of all copyrights, trademarks, patents and trade secrets, and other intellectual property rights (including, without limitation, goodwill) therein, and all rights attendant thereto. To the extent that Client wishes to disclose to any third party the work product of BRG containing valuation or similar financial opinions, it will so advise BRG prior to such disclosure, and BRG may require any third party to execute a non-reliance and release letter acceptable to BRG in form and substance. The foregoing will not limit the ability of Client to use such materials in any court filing or from sharing such materials with the Official Asbestos Creditors' Committee, the Future Claimants' Representative, the Bankruptcy Administrator or any affiliates of Client. Further, BRG will not assume, or be deemed to have assumed, any responsibility, obligation, or liability to any third party to which any advice, report, or other work product is disclosed or otherwise made available.

Client represents and warrants that Client has any and all necessary right, title, license, and authority (including any and all necessary permissions from third-party owners) to provide to BRG, grant access to BRG, or allow BRG to use for the purpose of rendering Services to Client, any and all of the data or other information that Client provides to BRG for such purpose. Client agrees to indemnify BRG against any and all liabilities, including liabilities arising from claims brought by third parties and any and all costs of defense, arising from such provision, access, or use subject to the terms of the indemnity below.

CONFLICTS OF INTEREST

BRG is engaged by many other companies and individuals. It is possible that some of BRG's past, present, or future clients will have disputes with and other matters relating to Client during the course of and subsequent to this engagement. BRG reserves the right to accept unrelated engagements with other parties consistent with internal, prior practices provided that during the pendency of this engagement such engagements do not involve work that is adverse to Client and BRG shall not share with or disclose to BRG personnel working on such other engagements any data or materials provided by Client to BRG. BRG will advise Client of such engagements in the future, *provided further that* nothing herein shall limit or modify BRG's disclosure obligations in the Chapter 11 Case under the Bankruptcy Code, the Bankruptcy Rules, or otherwise. For the avoidance of doubt, BRG acknowledges and agrees that, even after this engagement is concluded or otherwise terminated, BRG will not accept any engagement adverse to DBMP or any of its affiliates in any matter related to DBMP's chapter 11 case or BRG's work hereunder.



July 8, 2020
Page 4 of 6

CHOICE OF LAW; DISPUTE RESOLUTION

This Agreement shall be interpreted and controlled by the laws of the state of North Carolina. Any controversy, dispute, or claim between Client on the one hand and BRG on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement, including any claim based on contract, tort, or statute ("Claims"), shall be resolved by the Bankruptcy Court during the pendency of the Chapter 11 Case. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any arbitration brought in connection with this Agreement, as well as reasonable attorneys' fees and costs incurred in appealing or in connection with any action to enforce any judgment entered by the arbitrator in any court having jurisdiction.

INDEMNITY & LIMITATION OF LIABILITY

Client agrees to indemnify and hold harmless BRG and the other Indemnified Parties against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements, including, without limitation, defending any action, suit, proceedings, or investigation (whether or not in connection with proceedings or litigation in which BRG is a party (collectively "Losses"), that in each case were caused by, related to, based upon, or arose out of or in connection with the engagement of BRG or any Services rendered pursuant to this Agreement, unless there is a final non-appealable order of a court of competent jurisdiction finding that such Losses arose from an Indemnified Party's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing. These indemnification provisions extend to BRG and its members, principals, employees, representatives, agents, counsel, and affiliates (collectively, "Indemnified Parties"). Any request for indemnification shall be subject to application to and approval of the Bankruptcy Court.

The parties shall not be liable to each other for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

Notwithstanding the indemnification and any other terms of this Agreement, the parties shall not be liable to each other for any consequential, incidental, special, or punitive damages, nor shall BRG be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of Services hereunder.

TERMINATION

Client or BRG may terminate this engagement upon seven days' written notice. In the event the engagement is terminated prior to the completion of Services, Clients agrees to pay BRG for all Professional Fees and expenses incurred through the termination date as approved by the Bankruptcy Court. Notwithstanding any termination, nothing shall relieve BRG of its obligations with respect to confidentiality or conflicts of interest.



July 8, 2020
Page 5 of 6

OTHER TERMS

In the event BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for Client in judicial or administrative proceedings to which BRG is not a party, BRG will promptly notify Client of such subpoena or legal process and cooperate fully with Client concerning the response thereto. Client shall reimburse BRG at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

Client will only use any advice, report, or work product produced under this Agreement for making its own internal business decisions. Client will solely rely on its own analysis and review to make any business decision. BRG will not render an assurance report or assurance opinion as part of this engagement, nor will the Services constitute an audit, review, or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any report will constitute any legal opinion or advice, nor will the Services or any reports constitute a fairness opinion, investment, or accounting advice. BRG will not conduct a review to detect fraud or illegal acts, nor will BRG render any opinion as to the fairness or advisability of any proposed transaction. In addition, Client acknowledges that no reliance shall be placed on draft reports, conclusions, or advice, whether oral or written, issued by BRG as the same may be subject to further work, revision, and other factors, which may mean that such drafts are substantially different from any final report issued by BRG.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. Neither party may assign, transfer, or delegate any of the rights or obligations hereunder without the prior written consent of the other party. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement and its terms and conditions constitute the entire agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings, or agreements relating to the subject matter hereof. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

This Agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document. The effectiveness of this Agreement shall be conditioned upon approval of the Bankruptcy Court.

Sincerely,

Stephen Coulombe

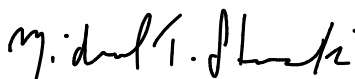
Stephen Coulombe
Managing Director



July 8, 2020
Page 6 of 6

AGREED AND ACCEPTED:

DBMP LLC

By 

Dated 7/27/2020

EXHIBIT C

Coulombe Declaration

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**DECLARATION OF STEPHEN COULOMBE IN SUPPORT
OF *EX PARTE* APPLICATION OF THE DEBTOR FOR AN ORDER
AUTHORIZING IT TO RETAIN AND EMPLOY BERKELEY RESEARCH
GROUP, LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF JULY 8, 2020**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure

(the “Bankruptcy Rules”), Stephen Coulombe hereby declares as follows:

1. I am a Managing Director of Berkeley Research Group, LLC (“BRG”),² a professional services firm with numerous offices throughout the country.

2. I am duly authorized to make this declaration on behalf of BRG (the “Declaration”). I make this Declaration in support of the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Berkeley Research Group, LLC as Financial Consultant, Effective as of July 8, 2020* (the “Application”).³ Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify thereto.⁴

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

² References herein to BRG pertaining to disinterestedness and disclosures of relationships with parties in interest refer collectively to Berkeley Research Group, LLC, and all of its affiliates, subsidiaries, and parent entities.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

⁴ Certain of the disclosures set forth herein relate to matters within the knowledge of other Managing Directors and Directors at BRG and are based on information provided by them.

BRG's Qualifications

3. BRG has substantial experience providing financial advisory services in complex chapter 11 cases and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. BRG's Corporate Finance practice has experience in restructuring, transaction advisory, litigation support, solvency, and valuation matters and has provided a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. BRG has acted as financial advisor, crisis manager, and corporate officer in middle market to large multinational restructurings across a wide array of industries. The Corporate Finance professionals at BRG have assisted and advised debtors, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including the chapter 11 cases of: American Apparel, LLC, Bestwall LLC, Boy Scouts of America, Brookstone Holding Corp., Calpine, Chrysler (a/k/a Old Carco LLC), Federal-Mogul, Gymboree Group, Inc., M & G USA Corporation, MF Global Holdings, Ltd., Mirant Energy, MolyCorp Inc., Nine West Holdings, Inc., Nortel, Peabody Energy Corporation, Quicksilver Resources, Inc., Real Industry, Inc., Refco, Inc., Reichhold Holdings US, Inc., Rue21, Inc., Specialty Retail Shops Holding Corp (a/k/a Shopko), Sabine Oil & Gas Corp., SemGroup, Spiegel Inc., Tropicana Entertainment, LLC, Vitamin World, Inc., Walter Energy, Westmoreland Coal Company, Wet Seal and W.R. Grace.⁵

4. Moreover, BRG has substantial relevant expertise in providing the types of services to be provided to the Debtor in connection with the Chapter 11 Case.

⁵ The professionals at BRG were employed in certain of these engagements prior to joining BRG.

Services to Be Provided by BRG

5. As set forth more fully in the Engagement Letter, BRG anticipates that it will render the following financial advisory and related services to the Debtor (collectively, the “Services”):

- (a) advise and assist the Debtor with respect to financial issues that arise in the Chapter 11 Case, including in connection with any contested matters or adversary proceedings;
- (b) assist the Debtor in communications or negotiations on financial matters with advisors for other stakeholders;
- (c) assist in any financial reporting as and when requested by the Debtor;
- (d) provide expert reports or testimony in the Chapter 11 Case as necessary or appropriate; and
- (e) provide other financial advisory and consulting services in connection with the Chapter 11 Case as and when requested by the Debtor, *provided that* such additional services will not duplicate the work of any of the Debtor’s other advisors.

Engagement Letter, 1.

6. BRG submits that it will provide services that are unique from those provided by the Debtor’s other professionals, including those services that BRG has been informed that Bates White is providing to the Debtor. BRG understands that Bates White is providing specialized services relating to the Debtor’s asbestos liabilities. By contrast, BRG will provide general financial advisory services to address other matters in the Chapter 11 Case. Further, BRG will use reasonable efforts to coordinate with the Debtor’s other professionals to avoid the unnecessary duplication of services in the Chapter 11 Case.

Professional Compensation

7. Subject to this Court’s approval and in accordance with sections 330 and 331 of the Bankruptcy Code and the applicable Bankruptcy Rules, Local Bankruptcy Rules,

Compensation Guidelines and orders and procedures of this Court, BRG has agreed with the Debtor to be compensated for all Services provided to the Debtor at BRG's customary hourly rates that are in effect at the time the Services are rendered. Such hourly rates, which may change from time to time and are typically adjusted annually,⁶ are as follows:

- | | |
|----------------------|--------------|
| • Managing Director | \$825-\$1095 |
| • Director | \$625-\$835 |
| • Professional Staff | \$295-\$740 |
| • Support Staff | \$125-\$260 |

Engagement Letter, 1-2. The BRG professionals with primary responsibility for this engagement and their current hourly rates are: (a) Robert J. Duffy, managing director (\$1,095.00 per hour); and (b) Stephen Coulombe, managing director (\$1,095.00 per hour). Engagement Letter, 2.

8. In accordance with the Engagement Letter, BRG also will bill the Debtor for reimbursement of direct, reasonable and necessary out-of-pocket expenses that are incurred on the Debtor's behalf during BRG's engagement (collectively, the "Direct Expenses").

The Direct Expenses include, but are not limited to: (a) travel; (b) costs of reproduction, research and communications; and (c) any applicable sales or excise taxes. Engagement Letter, 2. Further, if BRG and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this engagement, BRG seeks to be compensated by the Debtor at its standard billing rates for all professional time and reimbursed for Direct Expenses, including reasonable attorneys' fees, incurred with respect thereto. Engagement Letter, 5.

9. BRG believes that the compensation structure described in the Engagement Letter and the Application is fair and reasonable. The above-listed hourly rates

⁶ Under the Engagement Letter, hourly rates may change in the future from time to time upon agreement of the parties and advance 30-day notice to the Debtor. Engagement Letter, 1.

and the expense reimbursement structure are consistent with BRG's normal and customary billing practices for comparably sized complex cases and transactions, both in and out-of-court, involving similar services as those to be provided in connection with the Chapter 11 Case. Moreover, BRG believes that the compensation structure described in the Engagement Letter is consistent with and typical of arrangements entered into by BRG and other financial advisors in connection with rendering comparable services to chapter 11 debtors.

10. BRG agrees to apply to the Court for approval of compensation and reimbursement of actual, necessary expenses for its financial advisory services in accordance with the applicable provisions of: (a) the Bankruptcy Code; (b) the Bankruptcy Rules; (c) the Local Bankruptcy Rules; (d) orders of the Court, including the Interim Compensation Order; (e) the Compensation Guidelines; and (f) any other guidelines established by the Court or the Bankruptcy Administrator. BRG has agreed to accept as compensation such sums as may be allowed by the Court. BRG understands that interim and final fee awards are subject to approval by this Court.

11. Notwithstanding anything in the Application to the contrary, BRG shall: (a) to the extent that, with the prior written consent of the Debtor, it uses the services of independent contractors or subcontractors (the "Contractors") in this chapter 11 case, pass through the cost of Contractors to the Debtor at the same rate that BRG pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for BRG; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

12. No promises have been received by BRG nor any employee or independent contractor thereof as to payment or compensation in connection with this case other

than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees and independent contractors of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees or independent contractors has entered into an agreement or understanding to share compensation as described in Bankruptcy Rule 2016.

Indemnification Provisions

13. As material consideration for BRG to provide the Services, BRG and the Debtor have agreed to the indemnification terms set forth in the Engagement Letter (collectively, the “Indemnification Provisions”). The Indemnification Provisions provide that:

- (a) the Debtor shall indemnify and hold harmless BRG, and its members, principals, employees, representatives, agents, counsel and affiliates (each, an “Indemnified Party”), against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements, including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which BRG is a party) (collectively, the “Losses”), that in each case were caused by, related to, based upon or arose out of or in connection with the Debtor’s engagement of BRG or any Services rendered pursuant to the Debtor’s engagement, *unless* there is a final non-appealable order of a court of competent jurisdiction finding that such Losses arose from an Indemnified Party’s gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing;
- (b) BRG and the Debtor shall not be liable to each other for any delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence or any law, order or requirement of any governmental agency or authority;
- (c) the Debtor and BRG shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of the Services under the Engagement Letter; and
- (d) any request for indemnification shall be subject to application to and approval of this Court.

Engagement Letter, 4.

14. BRG believes the Indemnification Provisions are customary and reasonable for similar financial advisory engagements, both in and out of court.

Disclosure Concerning Disinterestedness

15. BRG⁷ is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code because BRG, its Managing Directors and Directors, and the engagement team:

- (a) are not creditors, equity security holders or insiders of the Debtor;
- (b) are not and were not, within two years before the Petition Date, directors, officers, or employees of the Debtor; and
- (c) do not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any other reason.

16. Moreover, to the best of my knowledge, information and belief formed after reasonable inquiry, BRG, its Managing Directors and Directors, and the engagement team have no interests that are materially adverse to the Debtor, the Debtor’s estate, or any creditors in this chapter 11 case.

17. To determine BRG’s relationship with the parties-in-interest identified by the Debtor, through its counsel (Jones Day) to BRG, in preparing this Declaration, I caused the names of the parties set forth in Schedule 1, which is attached hereto, to be submitted to BRG’s internal conflicts procedures. BRG is relying on the accuracy and completeness of the information provided to us in connection with our conflict review and disclosure. To the best of my knowledge, information and belief, neither I nor any other Managing Director or Director of

⁷ As previously noted, “BRG” herein collectively refers to Berkeley Research Group, LLC and all of its affiliates, subsidiaries and parent entities.

BRG, nor any member of the engagement team has any connection with or holds any interest adverse to the Debtor, its estate, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which BRG is proposed to be employed, except that BRG has provided other consulting services, and may in the future provide such services, to certain of the Debtor's creditors or other parties-in-interest unrelated to the Debtor's case. As set forth in Schedule 2, which is attached hereto, BRG has certain relationships with certain parties-in-interest in this case, but such relationships are unrelated to either the Debtor or this case.

18. Further, as part of its diverse practice, BRG appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in the Debtor's chapter 11 case. Also, BRG has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been and may be in the future represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, BRG has in the past, may currently and will likely in the future be working with or against other professionals involved in this case in matters unrelated to the Debtor and this case. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtor in matters upon which BRG is to be employed, and none are in connection with this case.

19. To the best of my knowledge, BRG has not been engaged to assist any entity or person other than the Debtor on matters relating to, or in connection with, this case. If this Court approves the proposed employment of BRG by the Debtor, then BRG will not accept any engagement or perform any services in the Chapter 11 Case for any entity or person other than the Debtor. BRG may, however, continue to provide professional services to, and engage in

commercial or professional relationships with, entities or persons that may be creditors of the Debtor in this case; provided, however, that such services do not and will not relate to, or have any direct connection with, this case.

20. I am not related or connected to and, to the best of my knowledge, no other Managing Director or Director of BRG nor any member of the engagement team is related or connected to any United States Bankruptcy Judge for the Western District of North Carolina, or the Bankruptcy Administrator for the Western District of North Carolina or to any employee in the offices thereof.

21. To the extent I discover any additional facts bearing on the matters described herein and required to be disclosed during the period of the Debtor's retention of BRG, I will supplement the information contained in this Declaration.

22. 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 information, knowledge and belief.

Dated: August 6, 2020
Boston, MA

/s/ Stephen Coulombe
Stephen Coulombe

Schedule 1

Interested Parties

Debtor

DBMP LLC

Debtor's Direct Non-Debtor Subsidiary

Millwork & Panel LLC

Other Non-Debtor Affiliates

Bayside Port Corporation, Inc.

Bird Incorporated

Carborundum Ceramic Holdings, Inc.

Carborundum Ventures, Inc.

CertainTeed Canada, Inc.

CertainTeed Ceilings Corporation

CertainTeed Gypsum and Ceiling Mfg., Inc.

CertainTeed Gypsum and Ceilings USA,
Inc.

CertainTeed Gypsum Mfg, Inc.

CertainTeed Gypsum NC, Inc.

CertainTeed Gypsum West Virginia, Inc.

CertainTeed Gypsum, Inc.

CertainTeed Holding Corporation

CertainTeed LLC

Compagnie de Saint-Gobain

CT Solar Fund I LLC

CTKC Corporation

Fluorocarbon Components, Inc.

Grindwell Norton Ltd.

GS II, Inc.

HCS Corporation

Level Solar Fund IV LLC

MAG-ISOVER K.K.

New West Gypsum Recycling, Inc.

Norton Foreign Affiliates Holding
Corporation

OFI GP Inc.

OFI L.P.

Ottawa Fibre GP Inc

Ottawa Fibre L.P.

P.T. Saint-Gobain Abrasives Indonesia

Phoenix Coating Resources, Inc.

Redcliff Fibre L.P.

Sage Electrochromics, Inc.

Saint-Gobain (SEA) PTE, Ltd

Saint-Gobain Abrasives, Inc.

Saint-Gobain Abrasives. Ltd.

Saint-Gobain Abrasivos S.A. de C.V.

Saint-Gobain Adfors America, Inc.

Saint-Gobain Advanced Ceramics, LLC

Saint-Gobain Building Distribution Ltd.

Saint-Gobain Canada, Inc.

Saint-Gobain Ceramic Materials Pvt. Ltd.

Saint-Gobain Ceramics & Plastics, Inc.

Saint-Gobain Corporation

Saint-Gobain Corporation Foundation

Saint-Gobain Delaware Corporation

Saint-Gobain Finance Corporation

Saint-Gobain Glass Corporation

Saint-Gobain HyComp LLC

Saint-Gobain India Foundation

Saint-Gobain India Pvt. Ltd.

Saint-Gobain Insurance Ltd.

Saint-Gobain Interior Building Distribution
Company

Saint-Gobain KK

Saint-Gobain Matériaux de Construction
S.A.S.

Saint-Gobain Merit, S.De R.L. De C.V.

Saint-Gobain Performance Plastics
(Hangzhou) Co., Ltd.

Saint-Gobain Performance Plastics
Corporation

Saint-Gobain Receivables Corporation

Saint-Gobain Research India Pvt. Ltd.

Saint-Gobain Shared Services Corporation

Saint-Gobain Solar Gard Australia Pty. Ltd.

Saint-Gobain Solar Gard, LLC

Saint-Gobain TM KK

Sepco Corporation

Societe de Participations Financieres et
Industrielles

The Grid Company GP, Inc.

The Grid Company Limited Partnership

The Grid Company, LLC

Tillsonburg Fibre L.P.

Vertec SAS

Vetrotech Saint-Gobain North America, Inc.

VIB L.P.
Western Mining and Minerals, Inc.
Zenpure Americas, Inc.
Zenpure Corporation
Z-Tech, LLC

Managers and Officers of the Debtor

D. Lawrence Rayburn
Donald J. Melroy
Joseph N. Bondi
Michael T. Starczewski
Robert J. Panaro
Sean R. Knapp
Vincent F. DiNenna, III

Direct Equity Owner of Debtor

CertainTeed Holding Corporation

Major Current Business Affiliations of Debtor's Managers

Millwork & Panel LLC
Pennsylvania Association of Notaries
Royersford Outreach (d/b/a Open Door Ministries)
Tampa Chapter of the American Constitution Society
Vinyl Siding Institute

Debtor's Retained Professionals and Claims Agent

Bates White LLC
Epiq Corporate Restructuring, LLC
Jones Day
Robinson, Bradshaw & Hinson, P.A.
Schiff Hardin LLP

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

Caruso Smith Edell Picini P.C.
Cetrulo LLP
Darger Errante Yavitz & Blau LLP
DeHay & Elliston LLP
Dentons LLP
Deutsch Kerrigan LLP
Foley & Lardner LLP
Gordon Thomas Honeywell LLP

Harvey Kruse
Hawkins & Parnell
Heyl Royster
Kalinowski & Chaplinsky
Maron & Marvel
Miles & Stockbridge
Paine Tarwater Bickers & Tillman LLP
Polsinelli LLP
Swartz Campbell LLC
Vorys Sater Seymour & Pease LLP
Wilbraham Lawler & Buba
Wilson Elser Moskowitz Edelman & Dicker LLP

Depository and Disbursement Banks

Bank of America, N.A
J.P. Morgan Chase

Major Sureties

Travelers Casualty and Surety Company of America

Future Claimants' Representative

Sander L. Esserman

Committee of Asbestos Personal Injury Claimants

Cohen, Placitella & Roth, P.C.
Cooney & Conway
Goldberg Persky White, P.C.
Kazan, McClain, Satterly & Greenwood PLC
Law Offices of Peter G. Angelos, P.C.
Maune Raichle Hartley French & Mudd, LLC
Shrader & Associates, L.L.P.
SWMW Law, LLC
The Gori Law Firm
The Shepard Law Firm
Weitz & Luxenberg, P.C.

Professionals to the Committee of Asbestos Personal Injury Claimants

Caplin & Drysdale, Chartered
FTI Consulting, Inc.
Hamilton Stephens Steele + Martin, PLLC
Legal Analysis Systems, Inc.

Robinson & Cole, LLP
Winston & Strawn, LLP

**Law Firms with the Most Significant
Representation of Asbestos Claimants**

Baron & Budd, PC
Belluck & Fox, LLP
Brookman, Rosenberg, Brown & Sandler
Cooney & Conway, LLC
Early Lucarelli Sweeney
Flint Law Firm
George & Farinas, LLP
Goldberg, Persky & White, P.C.
Goldenberg Heller Antognoli & Rowland,
PC
James F. Humphreys & Associates L.C.
Kazan, McClain, Satterley & Greenwood
PLC
Kelley & Ferraro, LLP
Law Offices of Peter G. Angelos, PC
Maune Raichle Hartley French & Mudd,
LLC
Motley Rice, LLC
O'Brien Law Firm, PC
Richardson, Patrick, Westbrook &
Brickman, LLC
Shrader & Associates, L.P.
Simmons Hanly Conroy LLC
SWMW Law, LLC
The Ferraro Law Firm
The Gori Law Firm
The Law Offices of Peter T. Nicholl
Weitz & Luxenberg, PC
Wilentz, Goldman & Spitzer

**Significant Co-Defendants in
Asbestos-Related Litigation**

3M Company
A.O. Smith Corporation
Carborundum Company
CBS Corporation
Crane Company
Foster Wheeler Energy Corporation
General Electric Company
Honeywell International Inc.
Industrial Holdings Inc.
Ingersoll Rand Company

JM Manufacturing Company Inc.
Metropolitan Life Insurance Company
Union Carbide Corporation
Westinghouse Electric Corporation

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

CertainTeed LLC
CT Corp.
PACE Claim Services
PrincetonClaims Services
Saint-Gobain Corporation
Saint-Gobain Shared Services Corporation

**Known Professionals for Certain
Non-Debtor Parties in Interest**

Goodwin Procter LLP

Major Suppliers of Goods and Services

CertainTeed LLC
Saint-Gobain Corporation
Saint-Gobain Shared Services Corporation

Bankruptcy Rule 2002 Appearances

Bestwall LLC
Honeywell International, Inc.

**Employees of the Bankruptcy
Administrator's Office for the Western
District of North Carolina**

Alexandria Kenny
Anne Whitley
David Shepherd
Katrina Adams
Sarah Scholz
Shelley K. Abel

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

Judge George Hodges (Charlotte)
Judge J. Craig Whitley (Charlotte)
Judge Laura T. Beyer (Charlotte)

Schedule 2

**List of parties in interest, or affiliates thereof,
that currently engage, or are serving in matters with BRG, sorted by their
relationship to the Debtor, that are unrelated to the Debtor's Chapter 11 Case**

Debtor's Retained Professionals and Claims Agent

Jones Day

Depository and Disbursement Banks

Bank of America, N.A

J.P. Morgan Chase

Professionals to the Committee of Asbestos Personal Injury Claimants

FTI Consulting, Inc.

Significant Co-Defendants in Asbestos-Related Litigation

3M Company

General Electric Company

Honeywell International Inc.

Ingersoll Rand Company

Metropolitan Life Insurance Company

Westinghouse Electric Corporation

Bankruptcy Rule 2002 Appearances

Honeywell International, Inc.