

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE APPLICATION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THEM TO RETAIN AND EMPLOY K&L GATES LLP
AS SPECIAL INSURANCE COUNSEL AS OF THE PETITION DATE**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby apply to the Court for the entry of an order authorizing them to retain and employ K&L Gates LLP ("K&L Gates") as special insurance counsel, as of the date hereof. In support of this Application, the Debtors respectfully represent as follows:

Background

1. On the date hereof (the "Petition Date"), the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
2. The Debtors are authorized to continue to manage their property and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.



in the *Declaration of Ray Pittard in Support of First Day Pleadings* (the "Pittard Declaration") and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* (together with the Pittard Declaration, the "First Day Declarations"), which were filed contemporaneously herewith and are incorporated herein by reference. In addition to the First Day Declarations, the Debtors have filed an Informational Brief to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these Chapter 11 Cases.

Jurisdiction

4. 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

5. Pursuant to section 327(e) of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 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"), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), the Debtors hereby seek the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing them to retain and employ K&L Gates as special insurance counsel in these Chapter 11 Cases to assist on insurance coverage issues related to the Debtors' asbestos liabilities effective as of the Petition Date, in

accordance with the terms of the engagement letters dated May 4, 2020, copies of which are attached hereto as Exhibit B (the "Engagement Letters").²

6. In support of this Application, the Debtors submit, and incorporate by reference, (a) the *Declaration of David F. McGonigle*, a partner at K&L Gates (the "McGonigle Declaration"), a copy of which is attached hereto as Exhibit C, and (b) K&L Gates' Disclosure of Compensation (the "Disclosure of Compensation"), a copy of which is attached hereto as Exhibit D.

Argument

K&L Gates' Qualifications

7. K&L Gates is well suited to serve as Debtors' special insurance counsel in these Chapter 11 Cases. K&L Gates is an international law firm with approximately 1,750 attorneys in 44 cities with substantial experience and expertise in numerous areas, including the representation of policyholders in connection with insurance coverage issues. With decades of experience assisting policyholders in maximizing the value of their insurance assets, K&L Gates has deep experience in coverage litigation, trial, and settlement of insurance coverage disputes. During the course of the last several decades, K&L Gates has also represented a variety of clients on insurance-related issues in connection with asbestos-related bankruptcies, and the firm continues such work to the present day.

8. As further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors. On May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company

² Any references to, or descriptions of, the Engagement Letters herein are qualified by the express terms of the Engagement Letters.

(a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring"). As a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane"). Respectively and, as applicable, (a) Aldrich and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane. K&L Gates has provided insurance coverage services to: (a) the Debtors since their formation, (b) Old IRNJ since January 2009, and (c) Old Trane since May 2005.

9. Over the course of its representation of Old IRNJ and Old Trane, and now the Debtors, K&L Gates has become familiar with various legal and factual matters relevant to the Debtors' insurance coverage for asbestos liabilities. As a result, the employment of K&L Gates will enable the Debtors to avoid the unnecessary expense that would result from having another law firm familiarize itself with those matters. The Debtors believe that K&L Gates is well qualified and able to provide the requested services to the Debtors in these Chapter 11 Cases in an efficient and timely matter. For these reasons, the Debtors believe that the employment of K&L Gates is in the best interests of their estates.

Scope of Proposed Retention

10. The Debtors do not propose to employ K&L Gates as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special insurance counsel pursuant to 11 U.S.C. § 327(e) to assist on insurance coverage issues relating to the Debtors' asbestos liabilities. This proposed retention draws on the work K&L Gates has performed in the past for Old IRNJ, Old Trane, and the Debtors and the expertise K&L Gates has developed from this work. The Debtors anticipate that K&L Gates' services in these Chapter 11 Cases will include:

- (a) Counseling and representing the Debtors in connection with matters arising from or relating to the Debtors' insurance coverage, particularly with respect to asbestos liabilities;
- (b) Counseling and representing the Debtors and assisting general bankruptcy counsel in connection with issues related to insurance coverage for asbestos liabilities; and
- (c) Performing such other services as the Debtors may request from time to time related to insurance coverage for asbestos liabilities.

11. The Debtors require knowledgeable special insurance counsel to render these essential professional services. As noted above, K&L Gates has substantial expertise in insurance coverage matters. Moreover, as indicated above, K&L Gates previously represented Old IRNJ, Old Trane, and the Debtors in connection with issues concerning their insurance coverage for asbestos liabilities. Accordingly, K&L Gates is well qualified to perform these services and represent the Debtors' interests in these Chapter 11 Cases.

12. K&L Gates will provide the services described above as special insurance counsel to the Debtors and will not serve as general bankruptcy and reorganization counsel to the Debtors. The Debtors believe that the services K&L Gates will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtors in these Chapter 11 Cases. In

particular, K&L Gates' work for the Debtors will be, as it has been, focused on the Debtors' insurance coverage for their asbestos liabilities. The Debtors are 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&L Gates' role as special insurance counsel.

Compensation and Fee Applications

13. Pursuant to the terms of the Engagement Letters and subject to the Court's approval of this Application, K&L Gates will (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect for the Debtors on the date services are rendered, subject to a discount for the Debtors as noted in the Engagement Letters, and (b) seek reimbursement of actual and necessary out-of-pocket expenses. The current net hourly rates for the Debtors for those K&L Gates lawyers expected to spend significant time providing services to the Debtors in these Chapter 11 Cases range from \$841.50 to \$319.50. These hourly rates may change from time to time in accordance with K&L Gates' established billing practices and procedures.

14. K&L Gates will maintain detailed, contemporaneous records of time in six-minute intervals, by category and nature of the services rendered, and any actual and necessary expenses incurred in connection with the rendering of legal services. K&L Gates will 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, the Interim Compensation Order (as defined below), and any additional procedures that may be established by the Court in these Chapter 11 Cases. K&L Gates intends to use the following billing categories:³

³ These categories are consistent with and expand upon the project categories in the Compensation Guidelines. K&L Gates, in its discretion and in consultation with the Debtors, may determine to create

CATEGORY	DESCRIPTION
Asbestos Insurance Coverage	Legal representation regarding insurance coverage for asbestos-related claims.
Chapter 11 Retention and Compensation	Legal representation for K&L Gates retention and compensation in these Chapter 11 Cases.

15. K&L Gates 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) court fees; (k) subpoena fees; (l) witness fees; (m) deposition transcripts; (n) trial transcripts; (o) trial exhibits; (p) litigation support vendors; (q) experts; (r) investigators; (s) arbitrators/mediators; and (t) other.

Compensation Prior to the Petition Date

16. Prior to the Petition Date, on or about May 5, 2020 and June 2, 2020, K&L Gates received retainer payments made by or on behalf of the Debtors (and K&L Gates issued a credit on June 17, 2020 for a small overpayment of fees to the Aldrich retainer account) totaling \$605,373.43 for professional services and expenses (the "Retainers") to be incurred prior to the Petition Date.

17. In the one-year period preceding the Petition Date,⁴ K&L Gates received payments totaling \$570,143.15 made by or on behalf of the Debtors (collectively, the "Prepetition Payments"). The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of June 14, 2020, including \$245,691.75 paid for work performed

(continued...)

separate or additional sub-billing categories for certain discrete projects undertaken during the Chapter 11 Cases.

⁴ Because the Debtors were formed on May 1, 2020, these payments only reach back to that date.

prior to the 2020 Corporate Restructuring on behalf of Old IRNJ and Old Trane and \$289,451.40 in fees applied against the Retainers for work performed following the 2020 Corporate Restructuring for Aldrich and Murray; and (b) \$35,000 for unbilled, anticipated and/or estimated fees and expenses for the period from June 1, 2020 through June 17, 2020 (just before the Petition Date) (the "Estimated Amount").⁵

18. Subject to Court approval, K&L Gates will: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date, as described herein; and (c) disclose such adjustment in its first interim fee application.⁶

19. As of the Petition Date, the balance of the Retainers was \$280,922.03. K&L Gates requests that it be permitted to hold any amounts comprising the Retainers (following the reconciliation described in the Disclosure of Compensation) as a postpetition retainer subject to the terms of an order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the "Interim Compensation Order"). K&L Gates will not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

⁵ In the one-year period preceding the Petition Date and before the formation of the Debtors, K&L Gates also received payments from Old IRNJ and Old Trane, totaling \$13,381,926.85 for fees and expenses relating to certain prepetition legal services in connection with its work for Old IRNJ and Old Trane. In addition, pursuant to the merger agreements executed in connection with the 2020 Corporate Restructuring, fees incurred for work performed by K&L Gates prior to the 2020 Corporate Restructuring were transferred to Aldrich and Murray, along with the other asbestos-related liabilities.

⁶ If K&L Gates' unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainers will be reconciled and applied to pay the difference. If K&L Gates' unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainers.

Disclosure Concerning Disinterestedness

20. The McGonigle Declaration, incorporated herein by reference, discloses K&L Gates' connections to the Debtors and parties in interest in these Chapter 11 Cases. In reliance on the McGonigle Declaration and upon K&L Gates' reasonable inquiry, and except as set forth therein and in this Application, the Debtors believe that: (a) K&L Gates has no connection with the Debtors, their affiliates,⁷ their 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 these Chapter 11 Cases or their respective attorneys or accountants; (b) K&L Gates is not a creditor, equity security holder, or insider of the Debtors; (c) none of K&L Gates' lawyers is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) K&L Gates neither holds nor represents any interest materially adverse to the Debtors or their estates with respect to the matters on which K&L Gates is to be employed.

21. In the event that K&L Gates' representation of the Debtors in connection with any particular matter in these Chapter 11 Cases would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtors will use separate counsel to represent their 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.

Legal Basis for Relief Requested

22. Under section 327(e) of the Bankruptcy Code, a debtor in possession is authorized to employ, "for a specified special purpose, . . . an attorney that has represented the

⁷ As described in the McGonigle Declaration, K&L Gates represented Old IRNJ and Old Trane before the formation of the Debtors.

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).

23. As required by section 329(a) of the Bankruptcy Code⁸ and Bankruptcy Rule 2014(a),⁹ 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&L Gates' employment; (b) the reasons for the Debtors' selection of K&L Gates as special insurance counsel during these Chapter 11 Cases; (c) the professional services proposed to be provided by K&L Gates; (d) the arrangement between the Debtors and K&L Gates with respect to K&L Gates' compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtors' knowledge, the extent of K&L Gates' connections, if

⁸ Section 329(a) of the Bankruptcy Code provides as follows:

Any attorney representing a debtor in a case under this title, or in connection with such a case, whether or not such attorney applies for compensation under this title, shall file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the case by such attorney, and the source of such compensation.

11 U.S.C. § 329(a). This information is set forth in the Disclosure of Compensation attached hereto as Exhibit D.

⁹ Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person 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 person'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. The application shall be accompanied by a verified statement of the person to be employed setting forth the person'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).

any, to certain parties in interest in these matters. Accordingly, K&L Gates' retention by the Debtors should be approved.

Notice

24. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors seek approval of this Application on an *ex parte* basis. Nevertheless, the Debtors have served a copy of this Application on: (a) the Bankruptcy Administrator; (b) the parties on the list of 20 law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and (c) counsel to New Trane Technologies and New Trane. The Debtors submit that, in light of the *ex parte* nature of the relief requested, no other or further notice need be provided.

No Prior Request

25. No prior request for the relief sought in this Application has been made to this or any other Court in connection with these Chapter 11 Cases.

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

Dated: June 18, 2020
Charlotte, North Carolina

Respectfully submitted,
Aldrich Pump LLC & Murray Boiler LLC
By: /s/ Allan Tananbaum
Allan Tananbaum
Chief Legal Officer and Secretary

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION:

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John R. Miller, Jr. (NC Bar No. 28689)
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(Admission *pro hac vice* pending)

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE ORDER AUTHORIZING THE DEBTORS TO
RETAIN AND EMPLOY K&L GATES LLP AS SPECIAL
INSURANCE COUNSEL AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ K&L Gates LLP as Special Insurance Counsel as of the Petition Date* (the "Application"),² filed by the above-captioned debtors and debtors in possession (together, the "Debtors"); the Court having reviewed the Application, the McGonigle Declaration, the Disclosure of Compensation, and the Engagement Letters; and the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

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

Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Application was sufficient under the circumstances, (e) K&L Gates does not hold nor represent any interest materially adverse to the Debtors or their estates with respect to the matters on which K&L Gates is to be employed, as required by section 327(e) of the Bankruptcy Code, (f) the Debtor's retention and employment of K&L Gates is in the best interest of the estate as required by section 327(e) of the Bankruptcy Code, (g) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, the McGonigle Declaration, and the Disclosure of Compensation establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ K&L Gates as their special insurance counsel in these Chapter 11 Cases, in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, on the terms and conditions set forth in the Application and the Engagement Letters, as of the Petition Date.
3. K&L Gates is authorized to render the professional services set forth in the Application, the Engagement Letters, and the McGonigle Declaration.
4. K&L Gates will use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other professionals in the Chapter 11 Cases.

5. K&L Gates 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 Bankruptcy Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

6. K&L Gates shall: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date, as described in the Application and the exhibits thereto; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, K&L Gates is authorized to hold any remaining amount of the Retainers following such reconciliation in a trust account subject to the terms of any Interim Compensation Order entered in these Chapter 11 Cases.

7. K&L Gates shall not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

8. To the extent that the terms of this Order are inconsistent with the terms of the Engagement Letters, the terms of this Order shall control.

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

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

11. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

12. 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 Letters

K&L GATES

May 4, 2020

David F McGonigle
david.mcgonigle@klgates.com

T +1 412 355 6233
F +1 412 355 6501

Allan Tananbaum, Esquire
Chief Legal Officer and Secretary
800-E Beaty Street
Davidson, North Carolina 28036.

Re: Confirmation of Engagement - Aldrich Pump LLC

Dear Allan:

Thank you for asking K&L Gates LLP (the "Firm" or "K&L Gates") to represent Aldrich Pump LLC ("Aldrich Pump"). We welcome this opportunity and look forward to working with you on this engagement.

I enclose our Terms of Engagement for Legal Services (the "Terms") which supplement this letter and include additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, potential conflicts, and other matters. These Terms will apply to all matters on which we may represent you, except as you and we may otherwise expressly agree.

Please review this letter and the Terms carefully. If they are not consistent with your understanding of our engagement in any respect or if you have any questions concerning the nature and terms of our engagement, please contact me as soon as possible so that we can promptly address your concerns.

The Scope of Our Engagement

The Firm is being engaged to act as counsel solely for Aldrich Pump and not for any affiliated entity (including parents and subsidiaries), member, manager, officer or employee not specifically identified herein.

We understand that we are to represent Aldrich Pump in connection with insurance coverage matters in relation to Aldrich Pump's asbestos-related liabilities, including advising Aldrich Pump in connection with its settlement agreements with its historical insurers and representing Aldrich Pump in interactions with such insurers, responding to information requests regarding insurance coverage matters from Aldrich Pump and its defense counsel in aid of discovery responses in underlying asbestos litigation, advising Aldrich Pump in relation to insurance coverage matters

in connection with the Asbestos Claims Tender Agreement by and among Ingersoll-Rand plc, Ingersoll-Rand Company, Ingersoll-Rand U.S. HoldCo. Inc., Gardner Denver Holdings, Inc., and Gardner Denver, Inc. dated as of February 29, 2020, and to address those additional matters for which the Firm expressly agrees to provide representation.

K&L Gates will only provide legal services. We have not been retained, and expressly disclaim any obligation, to provide business or investment advice.

Our Charges

Our statements for professional services will be substantially based upon the amount of time spent by lawyers, paralegals, and other professionals who perform services on your behalf and their respective hourly rates as then in effect. Those hourly rates vary by office across the Firm, take into account the timekeepers' experience in particular areas, and are adjusted periodically. Our charges for fees, disbursements, and other charges and the basis for our invoices are addressed in more detail in the enclosed Terms.

In connection with this matter, the Firm requires a \$140,000.00 advance fee deposit retainer against which time will be billed. This is a deposit and not a fixed fee arrangement. Please refer to the enclosed Terms for more detail concerning advance payments.

Our Billing and Payment Arrangements

We will generally render statements for professional services and related charges on a monthly basis in accordance with the attached Terms, without regard to the consummation or outcome of the matter for which we have been engaged. In the event our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made or to terminate our services if such arrangements are not made and if such termination is otherwise appropriate. You may, of course, terminate our services at any time.

Our Staffing of Your Engagement and Communications with You

I will be your principal contact with respect to the Firm's representation of Aldrich Pump. My current hourly rate for this matter is \$935. Joseph Safar, Michael Nelson, and David Aceto will be assisting in this matter. Their current hourly rates are, respectively, \$795, \$705, and \$685.

Our representation of you will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis and to obtain your direction on critical issues.

You should contact me with any questions you may have about our work or any other aspect of our representation of you. You can reach me at the office (412-355-6233) or on my mobile telephone (412-654-9090) at your convenience.

Conflicts of Interest

We have searched the Firm's conflicts database and have disclosed to you any ethical conflicts of interest, as defined by the applicable rules of professional conduct, that existed at the time. Such conflicts, if any, have been resolved to your and to our satisfaction. With respect to conflicts of interest that may arise in the future during our engagement by you, the Terms includes a Conflict of Interest section in which you agree to a limited, prospective waiver. This means that, if all the conditions set forth therein are met, and provided that the matter is not substantially related to the matters we handled or are handling for you, the Firm 1) may represent another client in a matter in which its interests are adverse to your interests, and 2) may represent as a client any individual or entity that is or has been adverse to you. Please review this section, as well as all other sections of the Terms, in detail.

Outside Counsel Guidelines

With respect to the Outside Counsel Guidelines (OCGs) provided to the Firm by Aldrich Pump on May 1, 2020, the Firm and Aldrich Pump have agreed to the following revisions and/or clarifications that shall apply during the pendency of the Firm's representation of Aldrich Pump:

1. With respect to reporting conflicts of interest pursuant to Section III.J (4) of the OCGs, it is agreed that the Firm shall disclose any actual conflicts as defined by the applicable rules of professional conduct. Notwithstanding footnote 1 of the OCGs, it is agreed that, for purposes of determining whether any conflict may exist, only Aldrich Pump, its ultimate beneficial owner, Trane Technologies plc, and other entity ultimately owned by Trane Technologies plc that has retained us to provide legal services (which shall be specifically identified in an engagement letter), and not any other affiliated entity or person, shall be considered our client.
2. Section III.E. and Exhibits C and D of the OCGs address quarterly reporting. In view of the nature of our insurance coverage engagements for Aldrich Pump, we have agreed that these provisions regarding quarterly reporting will not apply to these matters.
3. Sections II.E. and V.A.3. of the OCGs address rates and proposed rate increases. As we have discussed, in view of the typical duration of complex insurance coverage matters, the Firm cannot agree to freeze rates for the duration of our representation of Aldrich Pump on these matters. Rather, we have agreed that we would be compensated at our prevailing hourly rates, less a 10% discount, with proposed annual rate increases subject to 60 days prior notice to, and approval of Aldrich Pump. Section V.A.3. also states that "any requested rate changes must be applicable to all other clients of" the Firm. Because the terms and conditions of our engagements with clients vary (*i.e.*, for example, some of our engagements are on a straight contingency basis while others are on a mixed contingency and hourly basis), this provision would raise difficult compliance issues. We do agree, however, that any requested changes to our standard rates must be applicable to all clients of the Firm who are billed on a standard rate basis.

4. In view of the complexity of our insurance coverage engagements for Aldrich Pump and the collaborative nature of our work, we have agreed that Aldrich Pump will pay for the time of all necessary and appropriate attendees at conferences among our team members, notwithstanding the provisions of Section V.A.2. of the OCGs. We understand, of course, that we are to have such conferences only as necessary and appropriate for our work for Aldrich Pump.
5. Section V.B.9. of the OCGs states that invoices from third party vendors should be paid directly by outside counsel. We have agreed that "third party vendors" in this context would not include any financial consultants that Aldrich Pump may retain to assist in the administration of Aldrich Pump's insurance coverage settlement agreements or otherwise provide any financial analytical work in relation to Aldrich Pump's insurance coverage. This also confirms our agreement Aldrich Pump will pay directly any invoice by a third party vendor that is in excess of \$2,500 in a single month.
6. Section V.B.6. addresses photocopying expenses. We accept the \$.07 per page photocopying reimbursement rate, but for large jobs we will expect to send copying work to an approved outside vendor.

Our Agreement

In providing legal services to you, absent timely advice from you to the contrary, we will act in reliance upon the understanding that this letter, the OCGs (as modified herein), and the enclosed Terms constitute our mutual understanding with respect to the terms of our retention. If you proceed with the use of our services, please sign and return to me the enclosed copy of this letter in order that we each have a fully-executed copy for our files.

On behalf of K&L Gates, I thank you for the opportunity to represent Aldrich Pump. We look forward to serving you.

Very truly yours,



David F. McGonigle

Enclosure: Terms of Engagement for Legal Services

I confirm my engagement of K&L Gates LLP as set forth herein and in the enclosed Terms of Engagement.

Aldrich Pump LLC

A handwritten signature in black ink, appearing to read "Allan Tananbaum", with a stylized flourish at the end.

Allan Tananbaum, Esquire
Chief Legal Officer and Secretary

Date: 4 May 2020

K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP (“K&L Gates”) to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the “Terms”), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract (“Engagement Contract”) for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP organized under the laws of Delaware (“K&L Gates-US,” the “Firm,” or “we” or “us” as the context requires) and maintaining offices in certain states throughout the United States and in a number of international multiple affiliated entities.¹

¹ K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP organized under the laws of Delaware (“K&L Gates-US,” the “Firm,” or “we” or “us” as the context requires) and maintaining offices in certain states throughout the United States and in Beijing (“K&L Gates LLP Beijing Representative Office”), Berlin, Doha, Dubai, Frankfurt, Munich, Seoul (“K&L Gates LLP Seoul Foreign Legal Consultant Office”), and Shanghai (“K&L Gates LLP Shanghai Representative Office”); an Australian multi-disciplinary partnership maintaining offices in Brisbane, Melbourne, Perth and Sydney (“K&L Gates-AUS”); a limited liability partnership (also named K&L Gates LLP); incorporated in England and Wales and maintaining offices in London and Paris (“K&L Gates-UK”); a Delaware general partnership (“K&L Gates Belgium”) maintaining an office in Brussels; a Hong Kong general partnership (“K&L Gates, Solicitors”) maintaining an office in Hong Kong; a professional association established and organized under the laws of Italy named Studio Legale Associato with an office in Milan; a general partnership organized under the laws of Brazil named K&L Gates LLP – Consultores em Direito Estrangeiro/Direito Norte-Americano, with an office in São Paulo; a Taiwan general partnership (“K&L Gates”) maintaining an office in Taipei; a joint enterprise formed in accordance with Japanese regulations (“K&L Gates Gaikokuho Joint Enterprise”) maintaining an office in Tokyo; and a limited liability company organized under the laws of Singapore (“K&L Gates Straits Law LLC”).

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering (“AML”) laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter (“you” or the “Client”), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with you; and, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm’s engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our statements for professional services will be substantially based upon the time spent by professionals, including lawyers, paralegals and other staff members operating under the supervision of lawyers, who perform services on your behalf. The hourly rates for those individuals are based upon their experience and vary by office across the Firm. Time spent on your matters will include meetings with you and others; traveling; considering, preparing and working on documents, pleadings and other papers; written and electronic correspondence; and, making and receiving telephone calls. Whether or not a matter proceeds to completion, our statements will include all work done and all expenses incurred, unless otherwise agreed.

Our hourly rates are periodically reviewed and adjusted. In preparing our statements for professional services, we will use our hourly rates in effect when our services were rendered.

Information regarding standard hourly rates and other charges established by the Firm is proprietary to the Firm. You agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and to reasonably cooperate with the Firm in protecting the Firm's proprietary information from disclosure without the Firm's consent.

Where requested, we may provide you an estimate of the overall costs that may be incurred in connection with a particular engagement. Any such estimate is necessarily based on a number of uncertain factors and future developments and may be influenced by your decisions and by the actions of third parties. Accordingly, any estimate we provide shall not constitute a promise or agreement that we will render the necessary services within a specific time or for a specific amount. The Firm's statements for professional services will be based on the Firm's billing policies, as set forth herein, and the charges reflected in such statements may vary from any estimates previously given.

B. Disbursements

You will be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees and travel expenses),

you will be billed at our invoiced cost. With respect to internally-generated and other charges (such as photocopying and facsimile transmissions), you will be billed in accordance with our Schedule of Standard Charges in effect when the charge is incurred. Our current Schedule is attached to these Terms. Where the nature of our engagement requires the retention of third parties (e.g., expert witnesses, accountants, actuaries or other consultants, mediators or arbitrators), we will obtain your approval for such retention, and we will forward their statements for services and expenses directly to you for payment.

C. Other K&L Gates Entities Charges

Where, with notice to you, we have engaged another K&L Gates entity to assist us in our representation of you, we will include their charges in our statement for professional services unless you ask us to arrange for the other K&L Gates entity to invoice you separately.

OUR BILLING AND PAYMENT ARRANGEMENTS

A. Billing

It is our general practice to render statements for professional services and related charges on a monthly basis. We will send a final statement after completion of our work.

You have agreed to send us an advance payment of \$140,000.00. This advance payment is a deposit and not a fixed fee arrangement. We will deposit and hold the advance payment in a separate trust account.

Our statements for professional services and related charges will continue to be presented to you and will remain payable upon presentation. You have authorized us to withdraw funds from the trust account to pay any outstanding balance due.

We may require additional advance payments in the future. We will treat all such advance payments as set forth above.

At the end of our engagement, or upon your request, we shall refund to you any amount remaining after the application of the advance payments to any outstanding balance.

B. Payment

The following payment terms will apply, except to the extent they conflict with other billing and payment provisions in the engagement letter or Terms. We will expect payment to be made without regard to the consummation of any proposed transaction or the outcome of any matter. Payment

should be made by you in accordance with the payment timing policies then in effect as agreed by you and the Firm in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Liens

You hereby grant K&L Gates a lien, to the extent permissible under applicable law, on any and all claims that are the subject of our representation under the Engagement Letter and Terms of Engagement. K&L Gates's lien will be for any sums owing to the Firm for any unpaid costs, or attorney's fees and expenses, at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that K&L Gates may be able to compel payment of fees and costs from any such funds recovered on your behalf even if our representation of you has terminated before the end of the matter. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your own choosing before agreeing to such a lien. By accepting and agreeing to be bound by the Engagement Letter and Terms of Engagement, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and—whether or not you have chosen to consult such an independent lawyer— you agree that K&L Gates will have a lien as specified above.

D. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, 1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on your behalf

accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

E. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide

details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Disclosure of Representation

You agree that, in Firm brochures, attorney biographies, and other materials or information about our practice, we may indicate the general nature of our representation of you, your identity as a Firm client, and examples of engagements handled on your behalf. Consistent with our ethical obligations, we will not disclose any confidential information. If you do not wish to have your name mentioned in our materials, please so inform us in writing.

E. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions,

we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) the matter does not involve litigation or other adversarial proceedings; (c) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (d) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

The Firm has a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we assess risks of infringement posed by, or advance patentability arguments over, patents and/or patent applications owned, licensed, or controlled by you, but not handled by our law firm. We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we assess registrability over, assess infringement risks posed by, or advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed, or controlled by you, but not handled by our law firm. However, nothing in this provision would allow the Firm to represent another party adverse to you in a patent or trademark litigation in a court of law or in a patent office proceeding. In addition, nothing in this provision would allow the Firm to testify in a court of law adverse to a patent or trademark owned, licensed, or controlled by you.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a "matter" is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to "our services" is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm's Chairman or Global Managing Partner. We will investigate your complaint promptly and

carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.

K&L GATES

May 4, 2020

David F McGonigle
david.mcgonigle@klgates.com

T +1 412 355 6233
F +1 412 355 6501

Allan Tananbaum, Esquire
Chief Legal Officer and Secretary
800-E Beaty Street
Davidson, North Carolina 28036.

Re: Confirmation of Engagement - Murray Boiler LLC

Dear Allan:

Thank you for asking K&L Gates LLP (the "Firm" or "K&L Gates") to represent Murray Boiler LLC ("Murray Boiler"). We welcome this opportunity and look forward to working with you on this engagement.

I enclose our Terms of Engagement for Legal Services (the "Terms") which supplement this letter and include additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, potential conflicts, and other matters. These Terms will apply to all matters on which we may represent you, except as you and we may otherwise expressly agree.

Please review this letter and the Terms carefully. If they are not consistent with your understanding of our engagement in any respect or if you have any questions concerning the nature and terms of our engagement, please contact me as soon as possible so that we can promptly address your concerns.

The Scope of Our Engagement

The Firm is being engaged to act as counsel solely for Murray Boiler and not for any affiliated entity (including parents and subsidiaries), member, manager, officer or employee not specifically identified herein.

We understand that we are to represent Murray Boiler in connection with insurance coverage matters in relation to Murray Boiler's asbestos-related liabilities, including advising Murray Boiler in connection with its settlement agreements with its historical insurers and representing Murray Boiler in interactions with such insurers, addressing insurance coverage issues as respects unsettled policies, responding to information requests regarding insurance coverage matters from Murray Boiler and its defense counsel in aid of discovery responses in underlying asbestos

litigation, and to address those additional matters for which the Firm expressly agrees to provide representation.

K&L Gates will only provide legal services. We have not been retained, and expressly disclaim any obligation, to provide business or investment advice.

Our Charges

Our statements for professional services will be substantially based upon the amount of time spent by lawyers, paralegals, and other professionals who perform services on your behalf and their respective hourly rates as then in effect. Those hourly rates vary by office across the Firm, take into account the timekeepers' experience in particular areas, and are adjusted periodically. Our charges for fees, disbursements, and other charges and the basis for our invoices are addressed in more detail in the enclosed Terms.

In connection with this matter, the Firm requires a \$90,000.00 advance fee deposit retainer against which time will be billed. This is a deposit and not a fixed fee arrangement. Please refer to the enclosed Terms for more detail concerning advance payments.

Our Billing and Payment Arrangements

We will generally render statements for professional services and related charges on a monthly basis in accordance with the attached Terms, without regard to the consummation or outcome of the matter for which we have been engaged. In the event our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made or to terminate our services if such arrangements are not made and if such termination is otherwise appropriate. You may, of course, terminate our services at any time.

Our Staffing of Your Engagement and Communications with You

I will be your principal contact with respect to the Firm's representation of Murray Boiler. My current hourly rate for this matter is \$935. Joseph Safar, Michael Nelson, and David Aceto will be assisting in this matter. Their current hourly rates are, respectively, \$795, \$705, and \$685.

Our representation of you will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis and to obtain your direction on critical issues.

You should contact me with any questions you may have about our work or any other aspect of our representation of you. You can reach me at the office (412-355-6233) or on my mobile telephone (412-654-9090) at your convenience.

Conflicts of Interest

We have searched the Firm's conflicts database and have disclosed to you any ethical conflicts of interest, as defined by the applicable rules of professional conduct, that existed at the time. Such conflicts, if any, have been resolved to your and to our satisfaction. With respect to conflicts of interest that may arise in the future during our engagement by you, the Terms includes a Conflict of Interest section in which you agree to a limited, prospective waiver. This means that, if all the conditions set forth therein are met, and provided that the matter is not substantially related to the matters we handled or are handling for you, the Firm 1) may represent another client in a matter in which its interests are adverse to your interests, and 2) may represent as a client any individual or entity that is or has been adverse to you. Please review this section, as well as all other sections of the Terms, in detail.

Outside Counsel Guidelines

With respect to the Outside Counsel Guidelines (OCGs) provided to the Firm by Murray Boiler on May 1, 2020, the Firm and Murray Boiler have agreed to the following revisions and/or clarifications that shall apply during the pendency of the Firm's representation of Murray Boiler:

1. With respect to reporting conflicts of interest pursuant to Section III.J (4) of the OCGs, it is agreed that the Firm shall disclose any actual conflicts as defined by the applicable rules of professional conduct. Notwithstanding footnote 1 of the OCGs, it is agreed that, for purposes of determining whether any conflict may exist, only Murray Boiler, its ultimate beneficial owner, Trane Technologies plc, and other entity ultimately owned by Trane Technologies plc that has retained us to provide legal services (which shall be specifically identified in an engagement letter), and not any other affiliated entity or person, shall be considered our client.
2. Section III.E. and Exhibits C and D of the OCGs address quarterly reporting. In view of the nature of our insurance coverage engagements for Murray Boiler, we have agreed that these provisions regarding quarterly reporting will not apply to these matters.
3. Sections II.E. and V.A.3. of the OCGs address rates and proposed rate increases. As we have discussed, in view of the typical duration of complex insurance coverage matters, the Firm cannot agree to freeze rates for the duration of our representation of Murray Boiler on these matters. Rather, we have agreed that we would be compensated at our prevailing hourly rates, less a 10% discount, with proposed annual rate increases subject to 60 days prior notice to, and approval of Murray Boiler. Section V.A.3. also states that "any requested rate changes must be applicable to all other clients of" the Firm. Because the terms and conditions of our engagements with clients vary (*i.e.*, for example, some of our engagements are on a straight contingency basis while others are on a mixed contingency and hourly basis), this provision would raise difficult compliance issues. We do agree, however, that any requested changes to our standard rates must be applicable to all clients of the Firm who are billed on a standard rate basis.

4. In view of the complexity of our insurance coverage engagements for Murray Boiler and the collaborative nature of our work, we have agreed that Murray Boiler will pay for the time of all necessary and appropriate attendees at conferences among our team members, notwithstanding the provisions of Section V.A.2. of the OCGs. We understand, of course, that we are to have such conferences only as necessary and appropriate for our work for Murray Boiler.
5. Section V.B.9. of the OCGs states that invoices from third party vendors should be paid directly by outside counsel. We have agreed that "third party vendors" in this context would not include any financial consultants that Murray Boiler may retain to assist in the administration of Murray Boiler's insurance coverage settlement agreements or otherwise provide any financial analytical work in relation to Murray Boiler's insurance coverage. This also confirms our agreement Murray Boiler will pay directly any invoice by a third party vendor that is in excess of \$2,500 in a single month.
6. Section V.B.6. addresses photocopying expenses. We accept the \$.07 per page photocopying reimbursement rate, but for large jobs we will expect to send copying work to an approved outside vendor.

Our Agreement

In providing legal services to you, absent timely advice from you to the contrary, we will act in reliance upon the understanding that this letter, the OCGs (as modified herein), and the enclosed Terms constitute our mutual understanding with respect to the terms of our retention. If you proceed with the use of our services, please sign and return to me the enclosed copy of this letter in order that we each have a fully-executed copy for our files.

On behalf of K&L Gates, I thank you for the opportunity to represent Murray Boiler. We look forward to serving you.

Very truly yours,



David F. McGonigle

Enclosure: Terms of Engagement for Legal Services

I confirm my engagement of K&L Gates LLP as set forth herein and in the enclosed Terms of Engagement.

Murray Boiler LLC

A handwritten signature in black ink, appearing to read "Allan Tananbaum", with a stylized flourish at the end.

Allan Tananbaum, Esquire
Chief Legal Officer and Secretary

Date: 4 May 2020

K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP (“K&L Gates”) to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the “Terms”), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract (“Engagement Contract”) for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP organized under the laws of Delaware (“K&L Gates-US,” the “Firm,” or “we” or “us” as the context requires) and maintaining offices in certain states throughout the United States and in a number of international multiple affiliated entities.¹

¹ K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP organized under the laws of Delaware (“K&L Gates-US,” the “Firm,” or “we” or “us” as the context requires) and maintaining offices in certain states throughout the United States and in Beijing (“K&L Gates LLP Beijing Representative Office”), Berlin, Doha, Dubai, Frankfurt, Munich, Seoul (“K&L Gates LLP Seoul Foreign Legal Consultant Office”), and Shanghai (“K&L Gates LLP Shanghai Representative Office”); an Australian multi-disciplinary partnership maintaining offices in Brisbane, Melbourne, Perth and Sydney (“K&L Gates-AUS”); a limited liability partnership (also named K&L Gates LLP); incorporated in England and Wales and maintaining offices in London and Paris (“K&L Gates-UK”); a Delaware general partnership (“K&L Gates Belgium”) maintaining an office in Brussels; a Hong Kong general partnership (“K&L Gates, Solicitors”) maintaining an office in Hong Kong; a professional association established and organized under the laws of Italy named Studio Legale Associato with an office in Milan; a general partnership organized under the laws of Brazil named K&L Gates LLP – Consultores em Direito Estrangeiro/Direito Norte-Americano, with an office in São Paulo; a Taiwan general partnership (“K&L Gates”) maintaining an office in Taipei; a joint enterprise formed in accordance with Japanese regulations (“K&L Gates Gaikokuho Joint Enterprise”) maintaining an office in Tokyo; and a limited liability company organized under the laws of Singapore (“K&L Gates Straits Law LLC”).

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering (“AML”) laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter (“you” or the “Client”), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with you; and, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm’s engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our statements for professional services will be substantially based upon the time spent by professionals, including lawyers, paralegals and other staff members operating under the supervision of lawyers, who perform services on your behalf. The hourly rates for those individuals are based upon their experience and vary by office across the Firm. Time spent on your matters will include meetings with you and others; traveling; considering, preparing and working on documents, pleadings and other papers; written and electronic correspondence; and, making and receiving telephone calls. Whether or not a matter proceeds to completion, our statements will include all work done and all expenses incurred, unless otherwise agreed.

Our hourly rates are periodically reviewed and adjusted. In preparing our statements for professional services, we will use our hourly rates in effect when our services were rendered.

Information regarding standard hourly rates and other charges established by the Firm is proprietary to the Firm. You agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and to reasonably cooperate with the Firm in protecting the Firm's proprietary information from disclosure without the Firm's consent.

Where requested, we may provide you an estimate of the overall costs that may be incurred in connection with a particular engagement. Any such estimate is necessarily based on a number of uncertain factors and future developments and may be influenced by your decisions and by the actions of third parties. Accordingly, any estimate we provide shall not constitute a promise or agreement that we will render the necessary services within a specific time or for a specific amount. The Firm's statements for professional services will be based on the Firm's billing policies, as set forth herein, and the charges reflected in such statements may vary from any estimates previously given.

B. Disbursements

You will be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees and travel expenses),

you will be billed at our invoiced cost. With respect to internally-generated and other charges (such as photocopying and facsimile transmissions), you will be billed in accordance with our Schedule of Standard Charges in effect when the charge is incurred. Our current Schedule is attached to these Terms. Where the nature of our engagement requires the retention of third parties (e.g., expert witnesses, accountants, actuaries or other consultants, mediators or arbitrators), we will obtain your approval for such retention, and we will forward their statements for services and expenses directly to you for payment.

C. Other K&L Gates Entities Charges

Where, with notice to you, we have engaged another K&L Gates entity to assist us in our representation of you, we will include their charges in our statement for professional services unless you ask us to arrange for the other K&L Gates entity to invoice you separately.

OUR BILLING AND PAYMENT ARRANGEMENTS

A. Billing

It is our general practice to render statements for professional services and related charges on a monthly basis. We will send a final statement after completion of our work.

You have agreed to send us an advance payment of \$90,000.00. This advance payment is a deposit and not a fixed fee arrangement. We will deposit and hold the advance payment in a separate trust account.

Our statements for professional services and related charges will continue to be presented to you and will remain payable upon presentation. You have authorized us to withdraw funds from the trust account to pay any outstanding balance due.

We may require additional advance payments in the future. We will treat all such advance payments as set forth above.

At the end of our engagement, or upon your request, we shall refund to you any amount remaining after the application of the advance payments to any outstanding balance.

B. Payment

The following payment terms will apply, except to the extent they conflict with other billing and payment provisions in the engagement letter or Terms. We will expect payment to be made without regard to the consummation of any proposed transaction or the outcome of any matter. Payment

should be made by you in accordance with the payment timing policies then in effect as agreed by you and the Firm in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Liens

You hereby grant K&L Gates a lien, to the extent permissible under applicable law, on any and all claims that are the subject of our representation under the Engagement Letter and Terms of Engagement. K&L Gates's lien will be for any sums owing to the Firm for any unpaid costs, or attorney's fees and expenses, at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that K&L Gates may be able to compel payment of fees and costs from any such funds recovered on your behalf even if our representation of you has terminated before the end of the matter. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your own choosing before agreeing to such a lien. By accepting and agreeing to be bound by the Engagement Letter and Terms of Engagement, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and—whether or not you have chosen to consult such an independent lawyer— you agree that K&L Gates will have a lien as specified above.

D. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, 1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on your behalf

accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

E. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide

details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Disclosure of Representation

You agree that, in Firm brochures, attorney biographies, and other materials or information about our practice, we may indicate the general nature of our representation of you, your identity as a Firm client, and examples of engagements handled on your behalf. Consistent with our ethical obligations, we will not disclose any confidential information. If you do not wish to have your name mentioned in our materials, please so inform us in writing.

E. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions,

we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) the matter does not involve litigation or other adversarial proceedings; (c) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (d) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

The Firm has a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we assess risks of infringement posed by, or advance patentability arguments over, patents and/or patent applications owned, licensed, or controlled by you, but not handled by our law firm. We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we assess registrability over, assess infringement risks posed by, or advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed, or controlled by you, but not handled by our law firm. However, nothing in this provision would allow the Firm to represent another party adverse to you in a patent or trademark litigation in a court of law or in a patent office proceeding. In addition, nothing in this provision would allow the Firm to testify in a court of law adverse to a patent or trademark owned, licensed, or controlled by you.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a "matter" is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to "our services" is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm's Chairman or Global Managing Partner. We will investigate your complaint promptly and

carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.

EXHIBIT C

Declaration of David F. McGonigle

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

DECLARATION OF DAVID F. MCGONIGLE

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"), I, David F. McGonigle, hereby declare:

1. I am an attorney at law admitted and in good standing to practice in the Commonwealth of Pennsylvania, the United States Court of Appeals for the Third Circuit, and the United States District Court for the Western District of Pennsylvania. I am a partner of K&L Gates LLP ("K&L Gates") and am duly authorized to make this declaration on behalf of K&L Gates. I make this declaration in support of the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ K&L Gates LLP as Special Insurance Counsel as of the Petition Date* (the "Application").² The facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

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

K&L Gates' Qualifications

2. K&L Gates is well suited to serve as Debtors' special insurance counsel in these Chapter 11 Cases. K&L Gates is an international law firm with approximately 1,750 attorneys in 44 cities with substantial experience and expertise in numerous areas, including the representation of policyholders in connection with insurance coverage issues. With decades of experience assisting policyholders in maximizing the value of their insurance assets, K&L Gates has deep experience in the litigation, trial, and settlement of insurance coverage disputes. During the course of the last several decades, K&L Gates has also represented a variety of clients on insurance-related issues in connection with asbestos-related bankruptcies, and the firm continues such work to the present day.

3. I am informed that, as further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors. I understand that, on May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring"). I am informed that, as a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane"). I further understand that, respectively and, as applicable, (a) Aldrich and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers'

compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane. K&L Gates has provided insurance coverage services to: (a) the Debtors since their formation, (b) Old IRNJ since January 2009, and (c) Old Trane since May 2005.

4. Over the course of its representation of Old IRNJ and Old Trane, and now the Debtors, K&L Gates has become familiar with various legal and factual matters relevant to the Debtors' insurance coverage for asbestos liabilities. As a result, the employment of K&L Gates will enable the Debtors to avoid the unnecessary expense that would result from having another law firm familiarize itself with those matters. K&L Gates believes that it is well qualified and able to provide the requested services to the Debtors in these Chapter 11 Cases in an efficient and timely matter.

Scope of Proposed Retention

5. K&L Gates anticipates that its services in these Chapter 11 Cases will include:

- (a) Counseling and representing the Debtors in connection with matters arising from or relating to the Debtors' insurance coverage, particularly with respect to asbestos liabilities;
- (b) Counseling and representing the Debtors and assisting general bankruptcy counsel in connection with issues related to insurance coverage for asbestos liabilities; and
- (c) Performing such other services as the Debtors may request from time to time related to insurance coverage for asbestos liabilities.

6. The Debtors require knowledgeable special insurance counsel to render these essential professional services. As noted above, K&L Gates has substantial expertise in insurance coverage matters, including insurance coverage matters in connection with asbestos-

related bodily-injury claims. Moreover, as indicated above, K&L Gates previously represented Old IRNJ, Old Trane, and the Debtors in connection with issues concerning their insurance coverage for asbestos liabilities. Accordingly, K&L Gates is well qualified to perform these services and represent the Debtors' interests in these Chapter 11 Cases.

7. The Debtors are seeking to retain K&L Gates to provide the services described above as special insurance counsel to the Debtors and not to serve as general bankruptcy and reorganization counsel to the Debtors. K&L Gates believes that the services it will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtors in these Chapter 11 Cases. In particular, we understand that the Debtors intend for K&L Gates' work to be, as it has been, focused on the Debtors' insurance coverage for their asbestos liabilities. K&L Gates is mindful of the need to avoid the duplication of legal services and will work to ensure that there is minimal duplication of effort as a result of its role as special insurance counsel.

Compensation and Fee Applications

8. Pursuant to the terms of the Engagement Letters and subject to the Court's approval of this Application, K&L Gates will (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, subject to a discount for the Debtors as noted in the Engagement Letters, and (b) seek reimbursement of actual and necessary out-of-pocket expenses. The net current hourly rates for the Debtors for those K&L Gates lawyers expected to spend significant time providing services to the Debtors in these Chapter 11 Cases range from \$841.50 to \$319.50. These hourly rates may change from time to time in accordance with K&L Gates' established billing practices and procedures.

9. K&L Gates will maintain detailed, contemporaneous records of time in six-minute intervals, by category and nature of the services rendered, and any actual and necessary expenses incurred in connection with the rendering of legal services. K&L Gates will 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, the Interim Compensation Order (as defined below), and any additional procedures that may be established by the Court in these Chapter 11 Cases.

Disclosure Concerning Disinterestedness

Interested Parties List

10. The Debtors have provided K&L Gates with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the "Interested Parties"), including those in the following categories:

- (a) the Debtors' equity owners;
- (b) the Debtors' non-debtor subsidiaries;
- (c) other non-debtor affiliates of the Debtors;
- (d) managers and officers of the Debtors;
- (e) major current business affiliations of the Debtors' current managers;
- (f) depository and disbursement banks of the Debtors;
- (g) parties to material contracts with the Debtors;
- (h) the Debtors' retained professionals and claims agent in connection with these Chapter 11 Cases;
- (i) the Debtors' significant ordinary course professionals, consultants and service providers;
- (j) known professionals for certain non-debtor parties in interest;
- (k) contractually indemnified parties of the Debtors;

- (l) major suppliers of goods and services to the Debtors;
- (m) law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and
- (n) insurance companies with material insurance policies.

11. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and employees in the office of the Bankruptcy Administrator 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

12. To comply with the disclosure requirements in Bankruptcy Rule 2014, K&L Gates researched its client conflict database regarding the Interested Parties. To the extent that K&L Gates' research of its relationships with the Interested Parties indicates that K&L Gates has represented in the past two years, or currently represents, any of these entities in matters unrelated to these Chapter 11 Cases, the identities of these entities and such entities' relationship to the Debtors and connection to K&L Gates, are set forth in Schedule 2 hereto.

13. Based on this review, K&L Gates has not represented, and does not and will not represent, any entity in matters adverse to the Debtors or their estates with respect to matters on which K&L Gates is to be employed.

14. Prior to the Petition Date, K&L Gates performed certain legal services for the Debtors, as counsel for insurance coverage matters as further described herein, but the Debtors do not owe K&L Gates any amount for services performed prior to the Petition Date.

K&L Gates' Services Prior to the Petition Date

15. The Debtors ultimately are owned, through certain intermediate companies, by Trane Technologies plc ("Trane Technologies"). Since May 2005, K&L Gates

has provided various legal services to certain of Trane Technologies' subsidiaries, including Old IRNJ and Old Trane. These legal services have included: (a) representation of each of Old IRNJ and Old Trane in connection with asbestos insurance coverage matters, including the prosecution and resolution of insurance coverage litigation and the implementation of and performance under the resulting insurance coverage settlement agreements; (b) representation of each of Old IRNJ and Old Trane in connection with certain corporate transaction matters that implicated the respective company's insurance coverage for asbestos-related liabilities (including representation on such insurance matters in relation to the 2020 Corporate Restructuring); and (c) representation of Old IRNJ in connection with insurance coverage and underlying liability questions in relation to the tender of alleged asbestos and non-asbestos product liability claims to and from certain third parties.

16. Following the 2020 Corporate Restructuring and through the Petition Date, K&L Gates represented the Debtors by providing advice and consultation in connection with the Debtors' respective asbestos insurance coverage rights under policies and settlement agreements.

17. K&L Gates has not represented, and does not and will not represent, Trane Technologies or any other affiliate of the Debtors in any matter adverse to the Debtors or related to these Chapter 11 Cases.

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

18. Based on the review of the Interested Parties listed on Schedule 1 as described above, to the best of my knowledge, information, and belief:

- (a) K&L Gates does not represent nor hold any interest adverse to the Debtors or their estates with respect to the matters on which K&L Gates is to be employed, as required by section 327(e) of the Bankruptcy Code;

- (b) K&L Gates is not a creditor, equity security holder, or insider of the Debtors; and
- (c) no K&L Gates partner, associate, or other professional is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors.

19. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because the Debtors are part of a large enterprise and have thousands of creditors and other relationships, because K&L Gates' client conflict database necessarily relies upon the completeness of the information submitted to the system, and because K&L Gates is an international firm with approximately 1,750 attorneys in 44 cities, K&L Gates is unable to state with certainty that every client representation or other connection of K&L Gates has been disclosed. In this regard, if K&L Gates discovers additional information that requires disclosure, K&L Gates will file supplemental disclosures with the Court.

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: June 18, 2020
Pittsburgh, PA

/s/ David F. McGonigle
David F. McGonigle
K&L Gates LLP

SCHEDULE 1

Potentially Interested Parties

Aldrich Pump LLC, et al.

Interested Parties

Debtors

Aldrich Pump LLC
Murray Boiler LLC

Direct Equity Owner of Debtors

Murray Boiler Holdings LLC
Trane Technologies Holdco, Inc.

Debtors' Direct Non-Debtor Subsidiaries

200 Park, Inc.
ClimateLabs LLC

Other Non-Debtor Affiliates

Airco Limited
Alliance Compressors LLC
Amair Limited
Aro De Venezuela, C.A.
Artic Cool Chillers Limited
BEST MATIC INTERNATIONAL LIMITED
BEST MATIC VERMOGENSVERWALTUNGS GmbH
Best-Matic International AB
Calmac Corp.
Climate ETC Technology Services Private Limited
Compagnie Trane Technologies SAS
Cool Energy Limited
Dallah Trane for Manufacturing Air Conditioners
DiaSorin International B.V.
Dradnats, Inc.
EBB Holdings Limited
Filairco Technical Services Co., Inc.
Filairco, Inc.
Flowcool Limited
Frigoblock GmbH
FRIGOBLOCK UK LIMITED

Hermann Trane Harrisburg, Inc.
ICS Cool Energy (SAS)
ICS Cool Energy AG
ICS Cool Energy B.V.
ICS Cool Energy GmbH
ICS Cool Energy Investments Limited
ICS COOL ENERGY LIMITED
ICS GROUP HOLDINGS LIMITED
ICS Heat Pumps Limited
ICS RENEWABLE ENERGY LIMITED
ICS SERVICING LIMITED
Industrial Chill Servicing Private Ltd.
Ingersoll-Rand Climate Solutions Private Limited
Ingersoll-Rand Company of Peru S.A.C.
Ingersoll-Rand Latin America, S. de R.L. de C.V.
Ingersoll-Rand Manufactura, S. de R.L de C.V.
INGERSOLL-RAND ZIMBABWE (PRIVATE) LIMITED
Mitsubishi Electric Trane HVAC US LLC
Murray Boiler Holdings LLC
Nexia Intelligence LLC
Perfect Pitch, L.P.
Prime Air Limited
PT Trane Indonesia
R&O Immobilien GmbH
REFTRANS, S.A.
Société Trane SAS
SPANASHVIEW UNLIMITED COMPANY
Standard Centennial Property, LLC
Standard Compressors, Inc.
Standard Industrial Mineral Products Corp.
Standard Resources and Development Corporation
Standard Trane Insurance Company
Standard Trane Insurance Ireland Designated Activity Company
Standard Trane Warranty Company
T.I. Solutions (Israel) Ltd.
Tast Limited

The Trane Company
Thermo King (Hong Kong) Company Limited
Thermo King (Shanghai) Co., Ltd.
THERMO KING CONTAINER TEMPERATURE CONTROL (SUZHOU) CORPORATION LTD.
THERMO KING CONTAINER-DENMARK A/S
Thermo King Corporation
Thermo King De Puerto Rico, Inc.
THERMO KING EUROPEAN MANUFACTURING LIMITED
THERMO KING INDIA PRIVATE LIMITED
THERMO KING IRELAND LIMITED
Thermo King Japan Limited
Thermo King Manufacturing s.r.o.
THERMO KING PUERTO RICO MANUFACTURA, INC.
Thermo King Rodamientos, S.L.
THERMO KING SERVICES LIMITED
THERMO KING SOUTH AFRICA (PTY) LTD.
Thermo King SVC, Inc.
Thermo King Sverige AB
Thermo King Trading Company
THERMO KING TRANSPORTKOELING B.V.
TK Puerto Rico Aire, Inc.
TK Puerto Rico Comercial, Inc.
TK Puerto Rico Ensamblaje, Inc.
TK Puerto Rico Fabricacion, Inc.
TK Puerto Rico Logistica, Inc.
TK Puerto Rico Operaciones Industriales, Inc.
TK Puerto Rico Produccion, Inc.
TK Puerto Rico Soluciones Climaticas, Inc.
TK Puerto Rico Tecnologias, Inc.
TM Air Conditioning Sdn. Bhd.
Trane (Europe) Limited
Trane (Ireland) Limited
Trane (Schweiz) GmbH / Trane (Suisse) S.à.r.l.
Trane (Thailand) Limited
Trane Air Conditioning Products Limited
Trane Air Conditioning Systems (China) Co. Ltd.
Trane Air Conditioning Systems and Service Co., Limited
Trane AirConditioning Pte. Ltd.
Trane Aire Acondicionado S.L.
Trane Bermuda Ltd.
Trane Brands, Inc.
Trane Buford LLC
Trane BVBA
Trane Canada, L.P.
Trane Canada ULC
Trane Central America, Inc.
Trane China Holdings Limited
TRANE CLIMATE MANUFACTURING S.R.L.
Trane CR Spol sro.
Trane Croatia d.o.o. za trgovinu
Trane de Argentina S.A.
Trane de Chile S.A.
Trane de Colombia S.A.
Trane Deutschland GmbH
Trane Distribution Pte. Ltd.
Trane do Brasil Indústria e Comércio de Produtos para Condicionamento de Ar Ltda.
Trane Dominicana, S.R.L.
Trane Egypt LLC
Trane Energy Choice LLC
Trane Energy Services LLC
Trane Energy-Saving Services (Shanghai) Co., Ltd.
Trane Europe Holdings B.V.
Trane Export LLC
Trane Finance SPRL
Trane Foundation of New York
TRANE FRANCE SAS
Trane GmbH
Trane GP, Inc.
Trane Grid Services LLC
Trane Hellas S.A.
Trane Holding Co.
Trane Holding Limited
Trane Holdings Company YK
Trane Hungary KFT
Trane Inc.

Trane Inc. Of Delaware
Trane India Ltd.
Trane International, Inc.
Trane IP, Inc.
Trane Italia S.r.L
Trane Japan, Ltd.
Trane Klima Ticaret AS
Trane Korea, Inc.
Trane Kuwait Airconditioning Co. WLL
Trane Malaysia Sales & Services SDN.
BHD.
Trane Maroc S.A.R.L. AU
Trane Netherlands B.V.
Trane NY, Inc.
Trane Poland sp. z o.o.
Trane Portugal
Trane Puerto Rico LLC
Trane Qatar LLC
Trane Romania S.R.L.
Trane S.A.
Trane S.A.E.
Trane Servicefirst, C.A.
Trane Services Limited
Trane Singapore Enterprises Pte. Ltd.
Trane Sistemas Integrales, S. de R. L.
de C. V.
TRANE SUPPORT SAS
Trane Sweden AB
Trane Systems Solutions of Panama, Inc.
Trane Taiwan Distribution Ltd.
Trane Technologies Charitable Foundation
Trane Technologies Company LLC
Trane Technologies Costa Rica Sociedad
Anonima
Trane Technologies European Holding
Company B.V.
Trane Technologies Financial Services
Corporation
Trane Technologies Financing Limited
Trane Technologies Finland Oy
Trane Technologies Funding Ltd.
Trane Technologies Global Holding
Company Limited
Trane Technologies GmbH
Trane Technologies Holdco, Inc.
Trane Technologies Holdings B.V.

TRANE TECHNOLOGIES INDÚSTRIA,
COMÉRCIO E SERVIÇOS DE AR-
CONDICIONADO LTDA.
Trane Technologies International Finance
Limited
Trane Technologies International Limited
Trane Technologies Irish Holdings
Unlimited Company
Trane Technologies Latin America B.V.
Trane Technologies Lux Euro III Financing
S.à.r.l.
Trane Technologies Lux Holdings II
Company S.à.r.l.
Trane Technologies Lux International
Holding Company S.à.r.l.
Trane Technologies Luxembourg Finance
S.A.
Trane Technologies Luxembourg United
S.à.r.l.
Trane Technologies PLC
Trane Technologies Rus LLC
Trane Technologies S.A.
Trane Technologies s.r.o.
Trane Technologies Sales Company LLC
TRANE TECHNOLOGIES SERVIÇOS
LTDA.
Trane Technologies Worldwide Capital
S.à r.l.
Trane Thermo King (Shanghai) Enterprise
Management Co., Ltd.
Trane Thermo King Pty Ltd.
Trane U.S., Inc.
Trane UK Limited
Trane Vidalia LLC
Trane Vietnam Services Company Limited
Trane, S.A. de C.V.
TRICOOL THERMAL LIMITED
TSI Anstalt Ltd.
TUI Holdings Inc.
TwentyThreeC LLC
TYS Limited
World Standard Ltd.

Managers and Officers of the Debtors

Marc Dufour
Ray Pittard

Amy Roeder
Allan Tananbaum
Manlio Valdes
Robert Zafari

Major Current Business Affiliations of Debtors' Managers

200 Park, Inc.
Advent International Corp.
ClimateLabs LLC
Family Connections NJ
Thermo King India Private Limited
TK Corporation
Trane Technologies Charitable Foundation
Trane Technologies PLC

Depository and Disbursement Banks

JP Morgan Chase

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

National Economic Research Associates, Inc. (NERA)
Navigant Consulting, Inc.
PACE Claim Services
The Claro Group

Debtors' Retained Professionals and Claims Agent

AlixPartners LLP
Bates White LLC
Evert Weathersby Houff
Jones Day
K&L Gates LLP
Kurtzman Carson Consultants LLC
Rayburn Cooper & Durham, P.A.

Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers

Adler Cohen Harvey Wakeman & Guekguezian LLP
Belin McCormick PC
Cardno Chemrisk
Christopher Shea Goodwin, Attorney at Law LLLC
Courington Kiefer & Sommers LLC
Dentons Bingham Greenebaum LLP
Foley & Lardner LLP
Fox Rothschild LLP
Frantz McConnell and Seymour LLP
Frilot LLC
Gordon Rees Scully Mansukhani, LLP
Kemp Smith LLP
Kenny Shelton Liptak and Nowak LLP
Kitch, Drutchas, Wagner, Valitutti & Sherbrook
Kuchler Polk Weiner, LLC
Law Offices of Timothy Clark, P.A.
Litchfield Cavo LLP
Maron Marvel Bradley Anderson & Tardy LLC
Marshall Dennehey Warner Coleman and Goggin
McAfee & Taft
Meagher & Geer P.L.L.P.
Nelson Mullins Riley and Scarborough LLP
Parker Poe Adams & Bernstein LLP
Parsons Behle
Pascarella Divita PLLC
Prindle Goetz Barnes & Reinholtz
Rasmussen, Dickey & Moore LLC
Snell & Wilmer LLP
Spotts Fain, PC
The Roberts Litigation Group
Tucker Ellis LLP
Ugrin Alexander Zadick PC
Verrill Dana LLP

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP

Contractually Indemnified Parties

Ansaldo S.p.A.

ASD Acquisition Corp.
Dresser-Rand Company
Flowserve Corporation
Flowserve Red Corporation
FRC Acquisitions LLC
Ideal Standard International Holding Sarl
Ingersoll-Dresser Pump Company
Ingersoll-Rand U.S. HoldCo., Inc
Murray Turbomachinery Corporation
Rail Acquisition Corp.
Tuthill Energy Systems
Tuthill Pump Company
WABCO Holdings Inc.
Westinghouse Air Brake Company (or
WABCO)

Major Suppliers of Goods and Services

Trane Technologies Company LLC
Trane U.S., Inc.

Law Firms with Significant Representations of Asbestos Claimants

Baron & Budd, PC
Bevan & Associates, LPA, Inc.
Brent Coon & Associates
Cooney & Conway
Early, Lucarelli, Sweeney & Meisenkothen
Goldberg, Persky White, P.C.
Howard & Reed
Law Offices of Peter G. Angelos, P.C.
Motley Rice LLC
Nix, Patterson, LLP
Provost Umphrey Law Firm, L.L.P.
Reaud, Morgan & Quinn, L.L.P.
Simmons Hanly Conroy LLC
SWMW Law, LLC
The Ferraro Law Firm, P.A.
The Gori Law Firm PC
The Lanier Law Firm, P.C.

The Law Offices of Peter T. Nicholl
Weitz & Luxenberg, PC
Wilentz, Goldman & Spitzer, P.A.

Material Insurers

Affiliated FM Insurance Company
AIG Property Casualty Company
AIU Insurance Company
Allianz Underwriters Insurance Company
Allstate Insurance Company
Employers Insurance Company of Wausau
Fireman's Fund Insurance Company
Granite State Insurance Company
Hudson Insurance Company
Landmark Insurance Company
Lexington Insurance Company
National Union Fire Insurance Company of
Pittsburgh, PA
TIG Insurance Company
Travelers Casualty and Surety Company

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
Judge J. Craig Whitley
Judge Laura T. Beyer

SCHEDULE 2

Disclosure Schedule

SCHEDULE 2

Disclosure Schedule

<u>Name Searched</u>	<u>Relationship to Debtors</u>	<u>Name of Entity and/or Affiliate of Entity that is a K&L Gates Client</u>	<u>Client Status</u>	<u>Nature of Representation</u>
Aldrich Pump LLC	Debtors	Aldrich Pump LLC	Active Client	See Specific Disclosures in McGonigle Declaration
Murray Boiler LLC	Debtors	Murray Boiler LLC	Active Client	See Specific Disclosures in McGonigle Declaration
Murray Boiler Holdings LLC	Direct Equity Owner of Debtors	Murray Boiler LLC	Active Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Holdco Inc.	Direct Equity Owner of Debtors	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Compagnie Trane Technologies	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Ingersoll-Rand Climate Solutions Private Ltd	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Ingersoll-Rand Company	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Ingersoll-Rand Latin America, S. de R.L. de C.V.	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Ingersoll-Rand Manufactura, S. de R.L de C.V.	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

INGERSOLL-RAND ZIMBABWE (PRIVATE) LIMITED	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Société Trane SAS	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
The Trane Company	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Thermo King (Hong Kong) Company Limited	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King (Shanghai) Co., Ltd.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING CONTAINER TEMPERATURE CONTROL (SUZHOU) CORPORATION LTD.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors

THERMO KING CONTAINER-DENMARK A/S	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King Corporation	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King De Puerto Rico, Inc.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING EUROPEAN MANUFACTURING LIMITED	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING INDIA PRIVATE LIMITED	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING IRELAND LIMITED	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King Japan Limited	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King Manufacturing s.r.o.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING PUERTO RICO MANUFACTURA, INC.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King Rodamientos, S.L.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING SERVICES LIMITED	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING SOUTH AFRICA (PTY) LTD.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King SVC, Inc.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors

Thermo King Sverige AB	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King Trading Company	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
THERMO KING TRANSPORTKOELING B.V.	Other Non-Debtor Affiliates	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Trane (Europe) Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane (Ireland) Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane (Schweiz) GmbH / Trane (Suisse) S.à.r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane (Thailand) Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Air Conditioning Products Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Air Conditioning Systems (China) Co. Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Air Conditioning Systems and Service Co., Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane AirConditioning Pte. Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Aire Acondicionado S.L.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Bermuda Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Brands, Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane BVBA	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Canada LP	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Canada ULC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Central America, Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane China Holdings Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
TRANE CLIMATE MANUFACTURING S.R.L.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane CR Spol sro.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane de Argentina S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane de Chile S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane de Colombia S. A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Deutschland GmbH	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Distribution Pte Ltd	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane do Brasil Indústria e Comércio de Produtos para Condicionamento de Ar Ltda.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Dominicana, S.R.L.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Egypt LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Energy Choice, LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Energy Services LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Energy-Saving Services (Shanghai) Co., Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Europe Holdings B.V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Export LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Finance SPRL	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Foundation of New York	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
TRANE FRANCE SAS	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane GmbH	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane GP Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Grid Services LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Hellas S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Holding Co.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Holding Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Holdings Company YK	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Hungary KFT	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Inc. Of Delaware	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane India Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane International Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane IP Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Italia S.r.L	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Japan, Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Klima Ticaret AS	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Korea, Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Kuwait Airconditioning Co WLL	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Malaysia Sales & Services SDN. BHD.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Maroc S.A.R.L.A.U.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Netherlands B.V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Portugal	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Puerto Rico LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Qatar LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Romania S.R.L.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane S.A.E.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Servicefirst, C.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Services Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Singapore Enterprises Pte. Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Sistemas Integrales, S. de R. L. de C. V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
TRANE SUPPORT SAS	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Sweden AB	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Systems Solutions of Panama, Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Taiwan Distribution Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Charitable Foundation	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies European Holding Company B.V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Financing Ltd	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Finland Oy	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies GmbH	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Holdings B.V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

<p>TRANE TECHNOLOGIES INDÚSTRIA, COMÉRCIO E SERVIÇOS DE AR-CONDICIONADO LTDA.</p>	<p>Other Non-Debtor Affiliates</p>	<p>Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First</p>	<p>Inactive Client</p>	<p>See Specific Disclosures in McGonigle Declaration</p>
<p>Trane Technologies International Ltd</p>	<p>Other Non-Debtor Affiliates</p>	<p>Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First</p>	<p>Inactive Client</p>	<p>See Specific Disclosures in McGonigle Declaration</p>
<p>Trane Technologies Irish Holdings Unlimited Company</p>	<p>Other Non-Debtor Affiliates</p>	<p>Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First</p>	<p>Inactive Client</p>	<p>See Specific Disclosures in McGonigle Declaration</p>
<p>Trane Technologies Latin America B.V.</p>	<p>Other Non-Debtor Affiliates</p>	<p>Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First</p>	<p>Inactive Client</p>	<p>See Specific Disclosures in McGonigle Declaration</p>

Trane Technologies Lux Euro III Financing S.à.r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Lux Holdings II Company S.à.r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Lux International Holding Company S.à.r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies plc	Other Non-Debtor Affiliates	Aldrich Pump LLC; Murray Boiler LLC; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Rus LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies s.r.o.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
TRANE TECHNOLOGIES SERVIÇOS LTDA.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Worldwide Capital S.à r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Thermo King (Shanghai) Enterprise Management Co., Ltd	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Thermo King Pty Ltd	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane U.S. Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane UK Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Vidalia LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Vietnam Services Company Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane, S.A. de C.V.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Advent International Corp.	Major Current Business Affiliations of Debtors' Managers	Ultimus	Inactive Client	Representation in matters unrelated to the Debtors
Family Connections NJ	Major Current Business Affiliations of Debtors' Managers	Family Connection of Centre County, Inc.; Family Connection	Inactive Client	Representation in matters unrelated to the Debtors
Thermo King India Private Limited	Major Current Business Affiliations of Debtors' Managers	Thermo King Corp; Vapor/Thermo King Plant	Inactive Client	Representation in matters unrelated to the Debtors
Trane Technologies Charitable Foundation	Major Current Business Affiliations of Debtors' Managers	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies plc	Major Current Business Affiliations of Debtors' Managers	Aldrich Pump LLC; Murray Boiler LLC; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

JP Morgan Chase	Depository and Disbursement Banks	JPMorgan Chase Bank, N.A.; J.P. Morgan Chase & Co.; JPMorgan Asset Management; Bear Stearns & Co. Inc.; WePay, Inc.; clearXchange, LLC; JP Morgan Chase Bank, N.A. - Middle Market Banking; JPMC Strategic Investments I Corporation; Aquity Solutions, LLC; J.P. Morgan Securities plc; JPMorgan Asset Management (Australia) Limited; JPMorgan IIF Int'l Acquisitions Ltd on behalf of JPMorgan Infrastructure Investments Fund	Active Client	Representation in matters unrelated to the Debtors
Jones Day	Debtors' Retained Professionals and Claims Agent	Jones Day	Active Client	Representation in matters unrelated to the Debtors
Rayburn Cooper & Durham, P.A.	Debtors' Retained Professionals and Claims Agent	Rayburn Cooper & Durham, P.A.	Inactive Client	Representation in matters unrelated to the Debtors
Nelson Mullins Riley and Scarborough LLP	Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers	Nelson Mullins Riley & Scarborough, LLP	Active Client	Representation in matters unrelated to the Debtors

Trane Technologies Company LLC	Major Suppliers of Goods and Services	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane U.S. Inc.	Major Suppliers of Goods and Services	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Ingersoll-Rand Latin America de R.L. de V.C.	Other Non-Debtor Affiliates	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Murray Boiler Holdings LLC	Other Non-Debtor Affiliates	Murray Boiler LLC	Active Client	See Specific Disclosures in McGonigle Declaration

Trane Buford LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Croatia d.o.o. za trgovinu	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane NY, Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Company LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Costa Rica Sociedad Anonima	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Financial Services Corporation	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Funding Ltd.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Global Holding Company Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Holdco Inc.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies International Finance Limited	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Luxembourg Finance S.A.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Technologies Luxembourg United S.à.r.l.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Trane Technologies Sales Company LLC	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Trane Poland sp. z o.o.	Other Non-Debtor Affiliates	Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; Ingersoll-Rand Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
Flowserve Corporation	Contractually Indemnified Parties	Flowserve Corporation	Active Client	Representation in matters unrelated to the Debtors
Flowserve Red Corporation	Contractually Indemnified Parties	Flowserve Corporation	Active Client	Representation in matters unrelated to the Debtors
Ingersoll-Dresser Pump Company	Contractually Indemnified Parties	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration

Ingersoll-Rand U.S. HoldCo., Inc.	Contractually Indemnified Parties	Ingersoll-Rand Company; Trane U. S. Inc., f/k/a/ American Standard, Inc.; Trane Inc.; The Trane Company; American Standard Companies Inc.; American Standard Inc. d/b/a The Trane Company; Oklahoma Trane; Trane Service First	Inactive Client	See Specific Disclosures in McGonigle Declaration
WABCO Holdings Inc.	Contractually Indemnified Parties	Westinghouse Air Brake Technologies Corporation a/k/a WABTEC	Active Client	Representation in matters unrelated to the Debtors
Westinghouse Air Brake Company (or WABCO)	Contractually Indemnified Parties	Westinghouse Air Brake Technologies Corporation a/k/a WABTEC	Active Client	Representation in matters unrelated to the Debtors
Allianz Underwriters Insurance Company	Material Insurers	Allianz Funds; Allianz Global Investors of America, L.P.; Allianz Investment Management LLC; Allianz Global Investors Taiwan Ltd.; Allianz Real Estate GmbH (Italy)	Active Client	Representation in matters unrelated to the Debtors
Dentons Bingham Greenebaum LLP	Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers	Dacheng-Dentons [alias: Salans FMC SNR Denton McKenna Long]; Dentons Rodyk & Davidson LLP	Active Client	Representation in matters unrelated to the Debtors
Ansaldo S.p.A.	Known Professionals for Certain Non-Debtor Parties in Interest	Ansaldo Energia S.p.A.; Ansaldo STS USA, Inc.; Ansaldo STS UK Ltd	Active Client	Representation in matters unrelated to the Debtors

EXHIBIT D

Disclosure of Compensation

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

DISCLOSURE OF COMPENSATION OF K&L GATES LLP

Pursuant to section 329(a) of the Bankruptcy Code, Bankruptcy Rule 2016(b), and Local Bankruptcy Rule 2016-1, David F. McGonigle hereby certifies as follows:

1. I am a partner with the law firm K&L Gates LLP ("K&L Gates") and am duly authorized to make this Disclosure of Compensation on behalf of K&L Gates in connection with the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ K&L Gates LLP as Special Insurance Counsel as of the Petition Date* (the "Application").² The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would testify thereto.

2. Prior to the Petition Date, on or about May 5, 2020 and June 2, 2020, K&L Gates received retainer payments made by or on behalf of the Debtors (and K&L Gates issued a credit on June 17, 2020 for a small overpayment of fees to the Aldrich retainer account) totaling \$605,373.43 for professional services and expenses (the "Retainers") to be incurred prior to the Petition Date.

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

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

3. K&L Gates requests that it be permitted to hold any amounts comprising the Retainers (following the reconciliation described herein) as a postpetition retainer subject to the terms of the Interim Compensation Order.

4. In the one-year period preceding the Petition Date,³ K&L Gates received payments totaling \$570,143.15 made by or on behalf of the Debtors (collectively, the "Prepetition Payments"). The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of June 14, 2020, including \$245,691.75 paid for work performed prior to the 2020 Corporate Restructuring on behalf of Old IRNJ and Old Trane and \$289,451.40 in fees applied against the Retainers for work performed following the 2020 Corporate Restructuring for Aldrich and Murray; and (b) \$35,000 for unbilled, anticipated and/or estimated fees and expenses for the period from June 1, 2020 through June 17, 2020 (just before the Petition Date) (the "Estimated Amount").⁴

5. K&L Gates expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date; and (c) disclose such adjustment in its first interim fee application. If K&L Gates' unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainers will be reconciled and applied to pay the difference. If K&L Gates' unbilled actual fees and expenses for the period prior to the

³ Because the Debtors were formed on May 1, 2020, these payments only reach back to that date.

⁴ In the one-year period preceding the Petition Date and before the formation of the Debtors, K&L Gates also received payments from Old IRNJ and Old Trane, totaling \$13,381,926.85 for fees and expenses relating to certain prepetition legal services in connection with its work for Old IRNJ and Old Trane. In addition, pursuant to the merger agreements executed in connection with the 2020 Corporate Restructuring, fees incurred for work performed by K&L Gates prior to the 2020 Corporate Restructuring were transferred to Aldrich and Murray, along with the other asbestos-related liabilities.

Petition Date are less than the Estimated Amount, the balance will be added to the Retainers and utilized by K&L Gates consistent with the terms of the Interim Compensation Order.

K&L Gates will not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

6. As of the Petition Date, the balance of the Retainers was \$280,922.03. An accounting of prepetition payments made to K&L Gates by the Debtors in the one-year period preceding the Petition Date is attached hereto as Schedule 1.

7. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor K&L Gates, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with these Chapter 11 Cases, other than as permitted by the Bankruptcy Code. K&L Gates has not agreed to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among K&L Gates' partners.

Dated: June 18, 2020
Pittsburgh, PA

/s/ David F. McGonigle

David F. McGonigle
K&L Gates LLP

SCHEDULE 1

Accounting Summary of Payments

<u>PAYMENTS MADE BY OR ON BEHALF OF THE DEBTORS FOR INVOICES</u>			
DATE	TOTAL AMOUNT OF INVOICES	TRANSACTION	PAYMENTS RECEIVED
5/12/2020	\$24,431.31	Payment for Invoices for Professional Services Rendered to Old IRNJ	\$24,431.31
5/20/2020	\$38,150.55	Payment for Invoices for Professional Services Rendered to Old IRNJ	\$38,150.55
5/22/2020	\$89,605.05	Payment for Invoices for Professional Services Rendered to Old IRNJ	\$89,605.05
6/15/2020	\$8,036.79	Payment for Invoices for Professional Services Rendered to Old IRNJ	\$8,036.79
6/17/2020	\$1,687.50	Payment for Invoice for Professional Services Rendered to Old IRNJ	\$1,687.50
6/17/2020	\$83,780.55	Payment for Invoices for Professional Services Rendered to Old Trane	\$83,780.55
<u>TOTAL PAYMENTS MADE BY OR ON BEHALF OF THE DEBTORS FOR INVOICES:</u>			\$245,691.75
<u>RETAINER PAYMENTS MADE BY OR ON BEHALF OF THE DEBTORS</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED
May 4, 2020	\$140,000.00	Retainer Invoice to Aldrich Pump LLC	\$140,000.00
May 4, 2020	\$90,000.00	Retainer Invoice to Murray Boiler LLC	\$90,000.00

May 21, 2020	\$175,000.00	Retainer Invoice to Aldrich Pump LLC	\$175,000.00
May 21, 2020	\$200,000.00	Retainer Invoice to Murray Boiler LLC	\$200,000.00
June 17, 2020	\$373.43	Credit for Overpayments of Invoices Issued to Aldrich Pump LLC and Transferred to Retainer	\$373.43
TOTAL RETAINER PAYMENTS MADE BY OR ON BEHALF OF THE DEBTORS:			\$605,373.43
<u>APPLICATIONS OF THE RETAINERS</u>			
DATE	INVOICE AMOUNT	TRANSACTION	RETAINER AMOUNT APPLIED
June 11, 2020	\$124,635.60	Invoice to Murray Boiler LLC for Professional Services Rendered	\$124,635.60
June 11, 2020	\$117,080.10	Invoice to Aldrich Pump LLC for Professional Services Rendered	\$117,080.10
June 16, 2020	\$35,598.10	Invoice to Murray Boiler LLC for Professional Services Rendered and Estimated Amount	\$35,598.10
June 16, 2020	\$47,137.60	Invoice to Aldrich Pump LLC for Professional Services Rendered and Estimated Amount	\$47,137.60
TOTAL APPLICATIONS OF THE RETAINERS:			\$324,451.40
<u>BALANCE OF THE RETAINERS</u>			
BALANCE OF THE RETAINERS AS OF THE PETITION DATE:			\$280,922.03