

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-\_\_\_\_ (\_\_\_)

(Joint Administration Requested)

**EX PARTE APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLP  
AS FINANCIAL ADVISOR EFFECTIVE AS OF THE PETITION DATE**

Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors") respectfully state the following in support of this application (this "Application"):

**Background**

1. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

2. 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 in

<sup>1</sup> 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.



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 and Venue**

3. The United States Bankruptcy Court for the Western District of North Carolina (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Bankruptcy Rules 2014(a) and 2016, 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 the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines").

### **Relief Requested**

6. The Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to employ and retain AlixPartners, LLP (“AlixPartners”) as their financial advisor effective as of the Petition Date, and in accordance with the terms and conditions set forth in that certain engagement letter dated as of May 1, 2020 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit B**.<sup>2</sup>

7. In support of this Application, the Debtors submit, and incorporate by reference the Declaration of Carrienne Basler a Managing Director of AlixPartners (the “Basler Declaration”), a copy of which is attached hereto as **Exhibit C**.

### **AlixPartners’ Qualifications**

8. AlixPartners is an internationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

9. AlixPartners’ professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors’ chapter 11 cases. AlixPartners has provided financial or crisis management services in numerous large cases in other districts. *See, e.g., In re Sheridan Holding Co. I, LLC*, No. 20-31884 (MI) (Bankr. S.D. Tex. Apr. 24, 2020); *In re SRH Opco, LP and SRH Opco GP, LLC*, No. 19-35133 (MI) (Bankr. S.D. Tex. Apr. 21, 2020); *In Re Celadon Grp., Inc.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Jan. 3, 2020); *In re Bumble Bee*

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<sup>2</sup> Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein have the meanings ascribed to them in the Engagement Letter.

*Parent, Inc.*, Case No. 19-12505 (LSS) (Bankr. D. Del. Dec. 26, 2019); *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. Nov. 21, 2019); *In re Deluxe Ent. Servs. Grp. Inc.*, Case No. 19-23774 (RDD) (Bankr. S.D.N.Y. Nov. 14, 2019); *In re Sheridan Holding Co. II, LLC*, Case No. 19-25198 (MI) (Bankr. S.D. Tex. Oct. 21, 2019); *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 30, 2019); *In re Hexion Holdings LLC*, Case No. 19-10684 (KG) (Bankr. D. Del. May 1, 2019); *In re Ditech Holding Corp.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Mar. 25, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2019); *In re David's Bridal Inc.*, Case No. 18-12635 (LSS) (Bankr. D. Del. Dec. 18, 2018); *In re Mattress Firm, Inc.*, Case No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018); *In re Am. Tire Distribs.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Nov. 1, 2018); *In re The Bon-Ton Stores, Inc.*, Case No. 18-10248 (MFW) (Bankr. D. Del. Mar. 6, 2018); *In re Univ. Physicians Grp.*, Case No. 18-55138 (MAR) (Bankr. E.D. Mi. Jan. 8, 2018); *In re Charming Charlie Holdings, Inc.*, Case No. 17-12906 (CSS) (Bankr. D. Del. Jan. 20, 2018); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re Prospector Offshore Drilling S.à r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Oct. 2, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Tidewater Inc.*, Case No. 17-11132 (BLS) (Bankr. D. Del. June 13, 2017); *In re Sungevity Inc.*, Case No. 17-10561 (KG) (Bank. D. Del. Apr. 11, 2017); *In re Ultrapetrol Ltd.*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Mem. Prod. Partners, LLP*, Case No. 17-30262 (MI) (Bankr. S.D. Tex. Feb. 27, 2017); *In re C&J Energy Servs.*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. Sept. 2, 2016); *In re Linn Energy*, Case No. 16-60040 (DRJ) (Bankr. S.D. Tex. June 27, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (MFW) (Bankr. D. Del. Apr. 22, 2016); *In re SH130 Concession Co., LLC*, Case No. 16-10262 (TMD) (Bankr. W.D. Tex. Apr. 14, 2016); *In re*

*Paragon Offshore PLC.*, Case No. 16-10386 (CSS) (Bankr. D. Del. Apr. 5, 2016); *In re Great Lakes Comnet, Inc.*, Case No. 16-00290 (JTG) (Bankr. W.D. Mich. Mar. 17, 2016); *In re Ryckman Creek Res., LLC*, Case No. 16-10292 (KJC) (Bankr. D. Del. Feb. 9, 2016); *In re Walter Energy, Inc.*, Case No. 15-02741 (TOM) (Bankr. N.D. Ala. Sept. 8, 2015); *In re Molycorp Inc.*, Case No. 15-11362 (CJS) (Bankr. D. Del. July 17, 2015); *In re Altegrity, Inc.*, Case No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015); and *In re Energy Future Holdings Corp.*, Case No. 14-10979 (CJS) (Bankr. D. Del. Jan. 12, 2015).

10. Since approximately May 1, 2020, AlixPartners has provided services to the Debtors in connection with their restructuring efforts. In providing such prepetition professional services to the Debtors, AlixPartners has become familiar with the Debtors and their businesses, including the Debtors' financial affairs, debt structure, operations and related matters. Having worked closely with the Debtors' management and their other advisors, AlixPartners has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases. Accordingly, AlixPartners is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

#### **Scope of Services**

11. Prior to the Petition Date, the Debtors and AlixPartners entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and AlixPartners and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court, AlixPartners may provide the services described in the Engagement Letter as AlixPartners and the Debtors shall deem appropriate and feasible in order

to advise the Debtors in the course of these chapter 11 cases, including, but not limited to, the following:

- Assist in preparing for and filing a Bankruptcy Petition, coordinating and providing administrative support for the proceeding and developing the Debtors' Plan of Reorganization or other appropriate case resolution, if necessary.
- Assist with the preparation of the statement of affairs, schedules and other regular reports required by the Bankruptcy Court as well as providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within AlixPartners' areas of expertise.
- Assist in obtaining and responding to Due Diligence requests of the Debtors' professionals and other parties in interest in the Debtors' bankruptcy process including official committees appointed by the Court, and the Court itself.
- Assist the Debtors and their management in developing a short-term cash flow forecasting tool and related methodologies and assist with planning for alternatives as requested by the Debtors.
- Provide assistance as requested by management in connection with the Debtors' development of any forecasts as may be required by creditor constituencies in connection with negotiations or by the Debtors for other corporate purposes.
- Assist as requested in managing any litigation that may be brought against the Debtors in the Court.
- Assist as requested in managing the claims resolution process and analyzing estate causes of action.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

12. Such financial advisory services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code.

13. When necessary, the individuals working on this matter (the "AlixPartners Personnel") will be assisted by or replaced by various professionals at various levels.

14. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such

Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs incurred; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

**No Duplication of Services**

15. The financial advisory services provided by AlixPartners will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases.

**AlixPartners' Disinterestedness**

16. To the best of the Debtors' knowledge, information and belief, and except to the extent disclosed herein and in the Basler Declaration, AlixPartners (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the Office of the United States Trustee for the Western District of North Carolina (the "U.S. Trustee") or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors' estates.

17. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of AlixPartners' retention are discovered or arise, Debtors are advised that AlixPartners will use reasonable efforts to promptly file a supplemental declaration.

**Professional Compensation and Expense Reimbursement**

18. AlixPartners' decision to accept this engagement to provide services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket

expenses it incurs in accordance with its customary billing practices, as set forth in **Schedule 1** of the Engagement Letter (the “Fee and Expense Structure”).

19. AlixPartners’ current standard hourly rates for 2020, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$1,000 – \$1,195
Director	\$800 – \$950
Senior Vice President	\$645 – \$735
Vice President	\$470 – \$630
Consultant	\$175 – \$465
Paraprofessional	\$295 – \$315

20. AlixPartners changes its rates annually on January 1. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

21. In addition to compensation for professional services rendered by AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable, necessary, and documented out-of-pocket expenses incurred in connection with the chapter 11 cases, including transportation costs, lodging, and meals.

22. To the extent AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

23. The Debtors understand that AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with



these chapter 11 cases consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court.

24. AlixPartners will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. AlixPartners' applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

25. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners is not seeking a success fee in connection with these chapter 11 cases.

26. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work and to cover fixed and routine overhead expenses.

27. AlixPartners received a retainer from the Debtors in the amount of \$350,000 (the "Retainer"). According to AlixPartners' books and records, during the 90-day period prior to the Petition Date, the Debtors did not pay AlixPartners any amounts other than the Retainer.

28. Due to the ordinary course and unavoidable reconciliation of fees and

submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners may have incurred but not billed fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for AlixPartners to apply the Retainer to these amounts.

### **Indemnification**

29. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Debtors to indemnify AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an "AlixPartners Party") from and against all third party claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except for those finally determined or otherwise agreed by the parties to be the direct result of the gross negligence, bad faith, or willful misconduct of any AlixPartners Party.

30. The Debtors and AlixPartners believe that the indemnification provisions contained in the Engagement Letter (the "Indemnification Provisions") are customary and reasonable for AlixPartners and comparable firms providing financial advisory services.

31. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and AlixPartners at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require AlixPartners' services to successfully reorganize. The Debtors request that this Court approve the Indemnification Provisions as set forth in the Engagement Letter.

**Applicable Authority**

32. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

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

11 U.S.C. § 327(a).

33. Bankruptcy Rule 2014 requires that an application for retention include:

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

Fed. R. Bankr. P. 2014.

34. The Debtors respectfully submit that section 327 of the Bankruptcy Code permits them to hire a professional firm like AlixPartners to undertake an advisory role in these chapter 11 cases. Furthermore, the requirements set forth by Bankruptcy Rule 2014 are satisfied by this Application. The retention of AlixPartners as financial advisor in these chapter 11 cases is in the best interests of the Debtors' estates, creditors, and the parties in interest.

**Notice**

35. 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 United States Bankruptcy Administrator for the Western District of North

Carolina; (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 Trane Technologies Company LLC and Trane U.S. Inc. 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**

36. 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:

C. Richard Rayburn, Jr. (NC Bar No. 6357)  
John R. Miller, Jr. (NC Bar No. 28689)  
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-and-

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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.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-\_\_\_\_ (\_\_\_)

(Joint Administration Requested)

**EX PARTE ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF ALIXPARTNERS, LLP AS FINANCIAL ADVISOR  
EFFECTIVE AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtors for an Order Authorizing the Employment and Retention of AlixPartners, LLP as Financial Advisor Effective as of the Petition Date* (the "Application"),<sup>2</sup> filed by the above-captioned debtors and debtors in possession (together, the "Debtors"); the Court having reviewed the Application, the

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<sup>1</sup> 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.

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



Basler Declaration, and the Engagement Letter; and the 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) AlixPartners does not hold nor represent any interest materially adverse to the Debtors or their estates with respect to the matters on which AlixPartners is to be employed, as required by section 327(e) of the Bankruptcy Code, (f) the Debtor's retention and employment of AlixPartners 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 and the Basler Declaration establish just cause for the *ex parte* relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain AlixPartners as their financial advisor in these chapter 11 cases effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application and Engagement Letter, except as provided by this Order.
3. The terms of the Engagement Letter, including without limitation, the Indemnification Provisions and the Fee and Expense Structure, are reasonable terms and conditions of employment and are approved in all respects, as modified by this Order.

4. AlixPartners shall file monthly, interim and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the Compensation Guidelines and any other such procedures as may be fixed by order of this Court. For billing purposes, AlixPartners shall keep its time in one-tenth (1/10) hour increments in accordance with the Compensation Guidelines.

5. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

6. AlixPartners shall use its reasonable best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

7. To the extent that there is any inconsistency between this Order and the Engagement Letter, Application or the Basler Declaration, the provisions of this Order shall govern.

8. The indemnification provisions included in the Engagement Letter and its attachments are approved, subject during the pendency of these chapter 11 cases to the following:

- (a) AlixPartners shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement thereof are approved by this Court;
- (b) The Debtors shall have no obligation to indemnify AlixPartners, or provide contribution or reimbursement to AlixPartners, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from AlixPartners' gross negligence, bad faith, or willful misconduct; or (ii) settled prior to a judicial determination as to AlixPartners gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court after notice and hearing to be a claim or expense for which AlixPartners should not

receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, AlixPartners believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, AlixPartners must file an application therefor in this Court, and the Debtors may not pay any such amounts to AlixPartners before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by AlixPartners for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, AlixPartners. All parties in interest shall retain the right to object to any demand by AlixPartners for indemnification, contribution and/or reimbursement.

9. In the event that, during the pendency of these cases, AlixPartners seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in AlixPartners' fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules, and shall be subject to the Compensation Guidelines and approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327; provided, however, that AlixPartners shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of AlixPartners' fee applications in these bankruptcy cases.

10. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek

reimbursement for actual costs incurred; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

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

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

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

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

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

United States Bankruptcy Court

**EXHIBIT B**

**Engagement Letter**



Allan Tananbaum  
Chief Legal Officer  
Aldrich Pump LLC and Murray Boiler LLC  
800-E Beaty Street  
Davidson, NC 28036

May 1, 2020

**Re: Agreement for Financial Advisory and Consulting Services**

Dear Chief Legal Officer:

This letter, together with the attached Schedules and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners") and Aldrich Pump LLC and Murray Boiler LLC and certain of its affiliates and subsidiaries (the "Company") for the engagement of AlixPartners to provide financial advisory and consulting services to the Company.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedules and General Terms and Conditions. The Company and AlixPartners are each a "party," and together the "parties."

AlixPartners understands that the Company plans to file for protection under Chapter 11 of the United States Bankruptcy Code in the coming months.

**Objectives and Tasks**

The responsibilities of AlixPartners will be as follows:

- Assist in preparing for and filing a Bankruptcy Petition, coordinating and providing administrative support for the proceeding and developing the Company's Plan of Reorganization or other appropriate case resolution, if necessary.
- Assist with the preparation of the statement of affairs, schedules and other regular reports required by the Bankruptcy Court as well as providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within AlixPartners' areas of expertise.
- Assist in obtaining and responding to Due Diligence requests of the Company's professionals and other parties in interest in the Company's bankruptcy process including official committees appointed by the Court, and the Court itself.
- Assist the Company and its management in developing a short-term cash flow forecasting tool and related methodologies and assist with planning for alternatives as requested by the Company.
- Provide assistance as requested by management in connection with the Company's development of any forecasts as may be required by creditor constituencies in connection with negotiations or by the Company for other corporate purposes.
- Assist as requested in managing any litigation that may be brought against the Company in the Court.
- Assist as requested in managing the claims resolution process and analyzing preferences and other avoidance actions.

# AlixPartners

Aldrich Pump LLC and Murray Boiler LLC  
May 1, 2020  
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- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

## **Staffing**

Carrienne Basler and John Castellano will be the managing directors responsible for the overall engagement, assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

## **Timing, Fees and Retainer**

AlixPartners will commence this engagement on or about May 1<sup>st</sup> after receipt of a copy of the executed Agreement accompanied by the retainer, as set forth on Schedule 1.

The Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners' retention and retainer nunc pro tunc to the petition date. AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

# AlixPartners

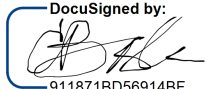
Aldrich Pump LLC and Murray Boiler LLC  
May 1, 2020  
Page 3 of 10

If these terms meet with your approval, please sign and return a copy of this Agreement and wire transfer the amount to establish the retainer.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP

DocuSigned by:  
  
911871BD56914BF  
Carrienne Basler  
Managing Director

DocuSigned by:  
  
D6044286547E4F2...  
John Castellano  
Managing Director

Acknowledged and Agreed to:

ALDRICH PUMP LLC AND MURRAY BOILER LLC

By:



Its: Chief Legal Officer & Secretary

Dated: 12 May 2020





## Schedule 1

### Fees and Expenses

1. **Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Director	US\$1,000 – US\$1,195
Director	US\$800 – US\$950
Senior Vice President	US\$645 – US\$735
Vice President	US\$470 – US\$630
Consultant	US\$175 – US\$465
Paraprofessional	US\$295 – US\$315

AlixPartners reviews and revises its billing rates on January 1 of each year.

2. **Success Fee:** AlixPartners does not seek a success fee in connection with current scope of this engagement described within this Agreement.
3. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
4. **Break Fee:** AlixPartners does not seek a break fee in connection with this engagement.
5. **Retainer:** The Company shall pay AlixPartners a retainer of US\$350,000 to be applied against Fees and expenses as set forth in this Schedule and in accordance with Section 2 of the General Terms and Conditions.
6. **Payment:** AlixPartners will submit monthly invoices for services rendered and expenses incurred. All invoices shall be due and payable 75 days after the invoice date or on such terms as the Bankruptcy Court provides.



## **Data Protection Schedule**

### **Processing, Personal Data and Data Subjects**

In connection with this Agreement, AlixPartners will not be receiving any Personal Data subject to the General Data Protection Regulation ((*EU*) 2016/679) (the "GDPR") or any applicable legislation implementing any provisions of the GDPR as may be enacted time to time (together the "Data Protection Legislation").

**AlixPartners, LLP**  
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

**Section 1. Company Responsibilities**

The Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and
2. Make decisions and take future actions, as the Company determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Company's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Company's management.

**Section 2. Retainer, Billing, Payments and Taxes**

**Retainer.** Upon execution of the Agreement, the Company shall promptly pay AlixPartners the agreed-upon advance retainer as set forth on Schedule 1. Invoices shall be offset against the retainer. Payments of invoices will be used to replenish the retainer to the agreed-upon amount. Any unearned portion of the retainer will be applied in accordance with the Bankruptcy Court compensation procedures.

**Billing and Payments.** All payments to be made to AlixPartners shall be due and payable upon delivery of invoice via check or wire transfer to AlixPartners' bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Company to AlixPartners in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

**Taxes.** AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

**Section 3. Relationship of the Parties**

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the

operation of its business. Employees of AlixPartners will not be entitled to receive from the Company any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee benefits. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Company.

AlixPartners is providing advisory and consulting services only, and will not make management decisions for the Company. While AlixPartners may from time to time suggest options that may be available to the Company, the ultimate decision as to such options rests with the Company, and AlixPartners makes no promise or guarantee about the outcome of the Company's matters.

AlixPartners is not an accounting firm and does not give accounting advice or guidance. While AlixPartners' work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

AlixPartners is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

**Section 4. Confidentiality**

Each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of either party, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Confidential Information that AlixPartners reasonably believes are required by law or any regulatory requirement or authority to clear client conflicts. AlixPartners may also disclose Confidential

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Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided AlixPartners is responsible for any breach of these confidentiality obligations by any such parties. AlixPartners may make reasonable disclosures of Confidential Information to third parties, such as the Company's suppliers and/or vendors, in connection with the performance of AlixPartners' obligations and assignments hereunder, provided AlixPartners reasonably believes that such third party is bound by confidentiality obligations. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Work Product (as defined in Section 5) may contain AlixPartners proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Company in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval (not to be unreasonably withheld or delayed), except as required by law. The Company may not rely on any draft or interim Work Product.

**Section 5. Intellectual Property**

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Company and delivers to the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute Company Confidential Information as defined above. AlixPartners may retain copies of the Work Product and any Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Company shall not acquire any interest in the Engagement Tools other than a limited worldwide, perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Company acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Company are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

**Section 6. Framework of the Engagement**

The Company acknowledges that it is retaining AlixPartners solely to assist and advise the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

**Section 7. Indemnification and Other Matters**

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all third party claims, liabilities, losses, expenses and damages arising from, in connection with, or relating to the Work Product or the Company's use of the Work Product, except for those finally determined or otherwise agreed by the parties to be the direct result of the gross negligence, bad faith or willful misconduct of any of the AlixPartners Parties. The Company shall not be liable for indirect, special and consequential damages, lost profits, lost data, reputational damages, punitive damages or any other similar damages under any circumstances, even if the Company has been advised of the possibility of such damages. The Company shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Company's expense.

AlixPartners shall indemnify, hold harmless and defend the Company and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "Company Parties") from and against all third party claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement that are finally determined or otherwise agreed by the parties to be the direct result of (i) personal injury or damages to or losses of any equipment or other Company tangible personal property caused by AlixPartners in connection with this engagement, (ii) the gross negligence, bad faith or willful misconduct of any of the AlixPartners Parties, or (iii) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third person in connection with the Work Product provided by AlixPartners.

The Company's indemnification obligations in this Section 7 shall be primary to, and without allocation

**AlixPartners, LLP**  
General Terms and Conditions

against, any similar indemnification obligations that AlixPartners may offer to its personnel generally. AlixPartners is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

**Section 8. Governing Law and Arbitration**

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may proceed directly to a court of competent jurisdiction to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

**Section 9. Termination and Survival**

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Company due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms, the provisions of Schedule 1 and the obligation

to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

**Section 10. Non-Solicitation of Employees**

The Company acknowledges and agrees that AlixPartners has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by AlixPartners with respect to this engagement (the "Restrictive Period"), the Company and its affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of AlixPartners' Managing Directors, Directors, or other employees/ contractors.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of AlixPartners' Managing Directors, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director, \$1,000,000; (ii) for a Director, \$500,000; and (iii) for any other employee/contractor, \$250,000. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Managing Directors, Directors, and other employees/ consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

**Section 11. Limitation of Liability**

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO AN AMOUNT EQUAL TO TWO TIMES THE FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable

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by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap. Notwithstanding the foregoing, the Liability Cap shall not limit the liability of AlixPartners from claims directly resulting from AlixPartners' gross negligence, fraud or willful misconduct or other liabilities that cannot be disclaimed under applicable law.

**Section 12. General**

**Equitable Remedies.** Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

**Severability.** If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

**Entire Agreement.** This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

**Related Matters.** If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

**Joint and Several.** If more than one party signs this Agreement, the liability of each party shall be joint and several. In addition, in the event more than one entity is included in the definition of Company under this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

**Third-Party Beneficiaries.** The AlixPartners Parties shall be third-party beneficiaries with respect to Section 7 hereof.

**Notices.** All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP  
2000 Town Center, Suite 2400  
Southfield, MI 48075  
Attention: General Counsel

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to AlixPartners. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

**Section 13. Bankruptcy Related Matters**

Notwithstanding any to the contrary in these Terms, in the event the Company files for protection under the U.S. Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services if the Company becomes a debtor under the U.S. Bankruptcy Code unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Company and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Bankruptcy Court approval to apply the retainer to these amounts.

**AlixPartners, LLP**  
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If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time AlixPartners is involved in providing services to the Company. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

#### **Section 14. Data Protection**

All capitalized terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and all applicable legislation implementing any provisions of the GDPR as may be enacted from time to time (together the "Data Protection Legislation").

The parties acknowledge and agree that, in performing services pursuant to this Agreement, AlixPartners may from time to time be required to Process certain Personal Data on behalf of the Company. In such cases: (1) the Company will ensure that it is lawfully permitted to transfer the Personal Data to AlixPartners for the purposes of AlixPartners performing services under this Agreement; and (2) AlixPartners shall (i) act as the Company's Processor for the purposes of the Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Company's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorized or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) obtain commitments from all AlixPartners' personnel who have access to and/or Process such Personal Data to keep such Personal Data confidential.

If AlixPartners is Processing Personal Data relating to individuals located in the EU or otherwise subject to the Data Protection Legislation, (x) AlixPartners and the Company shall each comply with all relevant provisions of the Data Protection Legislation, and (y) the nature and extent of such Processing shall be set out in the GDPR Data Protection Schedule of this Agreement. AlixPartners shall, in relation to any Personal Data processed by AlixPartners in connection with this Agreement: (1) at the Company's cost, assist the Company in complying with its obligations as the Controller (or as Processor, as the case may be) of the Personal Data, to respond to requests from Data Subjects exercising their rights set out in Articles 12 to 22 of the GDPR; (2) notify the Company without undue

delay on becoming aware of a Personal Data Breach; (3) upon termination or expiration of this Agreement, at the written direction of the Company either delete or return any Personal Data and any copies thereof to the Company (except to the extent AlixPartners is required by law to retain such Personal Data, and except for Personal Data located on AlixPartners' disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); and (4) maintain appropriate records to demonstrate compliance with this Section.

AlixPartners is part of an international business, headquartered in the United States of America ("US"). AlixPartners may in the ordinary course of its business, including the performance of the services under this Agreement, transfer Personal Data received outside the US to its US-based affiliates. AlixPartners' US-based affiliates are certified under the EU-US Privacy Shield framework and any transfer of Personal Data from outside the US to its US-based affiliates will be transferred subject to, and in accordance with, the Privacy Shield requirements. AlixPartners' entities located in the EU have also entered into standard data protection clauses (in accordance with Article 46.2 (c) of the GDPR) with their non-EU-based affiliates. The Company acknowledges and agrees that AlixPartners, as reasonably required for the performance of the services pursuant to this Agreement, be permitted to transfer Personal Data to its affiliates, subject to, and in accordance with, the Privacy Shield requirements and/or the aforementioned standard data protection clauses. Except as allowed above, AlixPartners shall not transfer any Personal Data received in the EU and subject to the Data Protection Legislation outside of the European Economic Area without the prior written consent of the Company.

The Company consents to AlixPartners appointing third party Processors of Personal Data under this Agreement. AlixPartners confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Company and AlixPartners, AlixPartners shall remain fully liable for all acts or omissions of any third-party Processor appointed by AlixPartners pursuant to this paragraph.

**EXHIBIT C**

**Basler Declaration**



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

In re

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-\_\_\_\_ (\_\_\_)

(Joint Administration Requested)

**DECLARATION OF CARRIANNE BASLER IN SUPPORT OF *EX PARTE*  
APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLP  
AS FINANCIAL ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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, Carrienne Basler, hereby declare:

1. I am a Managing Director with AlixPartners, LLP ("AlixPartners"), which has a place of business at 909 Third Avenue, New York, New York 10022.

2. I submit this declaration on behalf of AlixPartners in support of the *Ex Parte Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of AlixPartners, LLP as Financial Advisor Effective as of the Petition Date* (the "Application")<sup>2</sup> by which the Debtors are seeking retention of AlixPartners on the terms and conditions set forth in the Application and the engagement letter and addendum between the Debtors and AlixPartners

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

attached to the Application as **Exhibit B** (the “Engagement Letter”). Except as otherwise noted,<sup>3</sup> I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

**AlixPartners’ Qualifications**

3. AlixPartners provides financial advisory services to debtors in chapter 11 cases and out-of-court restructurings. AlixPartners is an internationally recognized restructuring and turnaround firm and has substantial experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

4. AlixPartners’ professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors’ chapter 11 cases. AlixPartners has provided financial or crisis management services in numerous large cases in other districts. *See, e.g., In re Sheridan Holding Co. I, LLC*, No. 20-31884 (MI) (Bankr. S.D. Tex. Apr. 24, 2020); *In re SRII Opco, LP and SRII Opco GP, LLC*, No. 19-35133 (MI) (Bankr. S.D. Tex. Apr. 21, 2020); *In re Celadon Grp., Inc.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Jan. 3, 2020); *In re Bumble Bee Parent, Inc.*, Case No. 19-12505 (LSS) (Bankr. D. Del. Dec. 26, 2019); *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. Nov. 21, 2019); *In re Deluxe Ent. Servs. Grp. Inc.*, Case No. 19-23774 (RDD) (Bankr. S.D.N.Y. Nov. 14, 2019); *In re Sheridan Holding Co. II, LLC*, Case No. 19-25198 (MI) (Bankr. S.D. Tex. Oct. 21, 2019); *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 30, 2019); *In re Hexion Holdings LLC*, Case No. 19-

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<sup>3</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AlixPartners and are based on information provided by them.

10684 (KG) (Bankr. D. Del. May 1, 2019); *In re Ditech Holding Corp.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Mar. 25, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2019); *In re David's Bridal Inc.*, Case No. 18-12635 (LSS) (Bankr. D. Del. Dec 18, 2018); *In re Mattress Firm, Inc.*, Case No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018); *In re Am. Tire Distribs.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Nov. 1, 2018); *In re The Bon-Ton Stores, Inc.*, Case No. 18-10248 (MFW) (Bankr. D. Del. Mar. 6, 2018); *In re Univ. Physicians Grp.*, Case No. 18-55138 (MAR) (Bankr. E.D. Mi. Jan. 8, 2018); *In re Charming Charlie Holdings, Inc.*, Case No. 17-12906 (CSS) (Bankr. D. Del. Jan. 20, 2018); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re Prospector Offshore Drilling S.à r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Oct. 2, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Tidewater Inc.*, Case No. 17-11132 (BLS) (Bankr. D. Del. June 13, 2017); *In re Sungevity Inc.*, Case No. 17-10561 (KG) (Bank. D. Del. Apr. 11, 2017); *In re Ultrapetrol Ltd.*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Mem. Prod. Partners, LLP*, Case No. 17-30262 (MI) (Bankr. S.D. Tex. Feb. 27, 2017); *In re C&J Energy Servs.*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. Sept. 2, 2016); *In re Linn Energy*, Case No. 16-60040 (DRJ) (Bankr. S.D. Tex. June 27, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (MFW) (Bankr. D. Del. Apr. 22, 2016); *In re SH130 Concession Co., LLC*, Case No. 16-10262 (TMD) (Bankr. W.D. Tex. Apr. 14, 2016); *In re Paragon Offshore PLC.*, Case No. 16-10386 (CSS) (Bankr. D. Del. Apr. 5, 2016); *In re Great Lakes Comnet, Inc.*, Case No. 16-00290 (JTG) (Bankr. W.D. Mich. Mar. 17, 2016); *In re Ryckman Creek Res., LLC*, Case No. 16-10292 (KJC) (Bankr. D. Del. Feb. 9, 2016); *In re Walter Energy, Inc.*, Case No. 15-02741 (TOM) (Bankr. N.D. Ala. Sept. 8, 2015); *In re Molycorp Inc.*, Case No. 15-11362 (CJS) (Bankr. D. Del. July 17, 2015); *In re Altegrity, Inc.*, Case No. 15-10226 (LSS)

(Bankr. D. Del. Mar. 16, 2015); and *In re Energy Future Holdings Corp.*, Case No. 14-10979 (CJS) (Bankr. D. Del. Jan. 12, 2015).

5. In addition, since approximately May 1, 2020, AlixPartners has provided services to the Debtors in connection with their restructuring efforts. In providing such prepetition professional services to the Debtors, AlixPartners has become familiar with the Debtors and their businesses, including the Debtors financial affairs, debt structure, operations and related matters. Having worked closely with the Debtors management and their other advisors, AlixPartners has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases. Accordingly, AlixPartners is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

6. If the Application is approved, AlixPartners will continue to provide services to the Debtors. AlixPartners' personnel will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel and the significant prepetition work that AlixPartners performed for the Debtors its prepetition representation of the Debtors, AlixPartners is well qualified to provide services to and represent the Debtors' interests in these chapter 11 cases.

#### **Services to be Provided**

7. Subject to further order of the Court, AlixPartners may provide the services described in the Engagement Letter, including, but not limited to, the following:<sup>4</sup>

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<sup>4</sup> The summaries of the Engagement Letter contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control.

- Assist in preparing for and filing a Bankruptcy Petition, coordinating and providing administrative support for the proceeding and developing the Debtors' Plan of Reorganization or other appropriate case resolution, if necessary.
- Assist with the preparation of the statement of affairs, schedules and other regular reports required by the Bankruptcy Court as well as providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within AlixPartners' areas of expertise.
- Assist in obtaining and responding to Due Diligence requests of the Debtors' professionals and other parties in interest in the Debtors' bankruptcy process including official committees appointed by the Court, and the Court itself.
- Assist the Debtors and their management in developing a short-term cash flow forecasting tool and related methodologies and assist with planning for alternatives as requested by the Debtors.
- Provide assistance as requested by management in connection with the Debtors' development of any forecasts as may be required by creditor constituencies in connection with negotiations or by the Debtors for other corporate purposes.
- Assist as requested in managing any litigation that may be brought against the Debtors in the Court.
- Assist as requested in managing the claims resolution process and analyzing estate causes of action.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

#### **No Duplication of Services**

8. AlixPartners understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The financial advisory services provided by AlixPartners will complement, and not duplicate, the services rendered by any other professional retained in these chapter 11 cases.

#### **Professional Compensation and Expense Reimbursement**

9. AlixPartners' decision to accept this engagement to provide services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket

expenses it incurs in accordance with its customary billing practices, as set forth in **Schedule 1** of the Engagement Letter (the “Fee and Expense Structure”).

10. AlixPartners’ current standard hourly rates for 2020, subject to periodic adjustments, are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Managing Director	\$1,000 – \$1,195
Director	\$800 – \$950
Senior Vice President	\$645 – \$735
Vice President	\$470 – \$630
Consultant	\$175 – \$465
Paraprofessional	\$295 – \$315

11. AlixPartners adjust its billing rates annually on January 1. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

12. In addition to compensation for professional services rendered by AlixPartners’ Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including but not limited to transportation costs, lodging, and meals.

13. To the extent that AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

14. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases

consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and all other applicable procedures and orders of this Court.

15. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors.

16. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners is not seeking a success fee in connection with these chapter 11 cases.

17. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services under similar circumstances. I believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work and to cover fixed and routine overhead expenses.

18. AlixPartners received a retainer from the Debtors in the amount of \$350,000 (the "Retainer"). According to AlixPartners' books and records, during the 90-day period prior to the Petition Date, the Debtors did not pay AlixPartners any amounts other than the Retainer.

19. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners may have incurred but not billed fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for AlixPartners to apply the Retainer to these amounts. To the extent AlixPartners incurred any unbilled fees or reimbursable expenses in excess of the

Retainer, AlixPartners has agreed not to seek payment of such amounts and to waive any claim against Debtors for such amounts. Accordingly, Debtors will not owe AlixPartners any sums for prepetition services as of the Petition Date.

### **Indemnification Provisions**

20. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Debtors to indemnify AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an "AlixPartners Party") from and against all third party claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except for those finally determined or otherwise agreed by the parties to be the direct result of the gross negligence, bad faith, or willful misconduct of any AlixPartners Party.

21. AlixPartners believes that the indemnification provisions contained in the Engagement Letter (the "Indemnification Provisions") are customary and reasonable for AlixPartners and comparable firms providing financial advisory services.

22. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and AlixPartners at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors. Accordingly, as part of this Application, I believe that this Court should approve the Engagement Letter.

### **AlixPartners' Disinterestedness**

23. In connection with its proposed retention by the Debtors in these chapter 11 cases, AlixPartners undertook a lengthy review to determine whether it had any conflicts or other



relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, AlixPartners obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (“Potential Parties in Interest”). Such parties are listed on **Schedule 1** attached hereto. A search was performed for connections to the Potential Parties in Interest as to AlixPartners Holdings, LLP (“Holdings”), AlixPartners’ parent company, and each of Holdings’ U.S. and non-U.S. subsidiaries. Results are disclosed for connections to Potential Parties in Interest. In addition, an email is sent to all of their professionals inquiring of any potential connections.

24. The Potential Parties in Interest include parties from 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;
- (m) law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and

(n) insurance companies with material insurance policies.

25. The list of Potential Parties in Interest also includes available information regarding (a) the United States Bankruptcy Administrator for the Western District of North Carolina (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.

26. Based on their review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for AlixPartners with regard to the Debtors. Unless otherwise noted, references to AP below collectively refer to AlixPartners, AP Holdings and each of their respective subsidiaries. AlixPartners wishes to disclose the following:

- AlixPartners is a wholly owned subsidiary of Holdings (together, "AP"). The equity capital of Holdings is owned individually by: (i) the Managing Directors of AlixPartners; (ii) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other affiliates of Jay Alix (collectively the "Lakeview Parties"); (iii) affiliates of each of (a) Caisse de dépôt et placement du Québec ("CDPQ"), (b) Investcorp Bank B.S.C. ("IVC"), and (c) Public Sector Pension Investment Board ("PSP Investments"); and (iv) other individuals and trusts. Neither CDPQ, nor IVC, nor the Lakeview Parties, nor PSP Investments (collectively, the "Investors"), nor any Managing Director, other individual or trust separately owns a majority of the equity capital of Holdings directly or indirectly or separately controls the Boards of either Holdings or AlixPartners. None of the Investors own any of the bank or other debt of AlixPartners.

CDPQ is an institutional investor that manages funds primarily on behalf of a number of Quebec-based public pension and insurance plans. As one of Canada's leading institutional fund managers, CDPQ invests globally in major financial markets, private equity, infrastructure and real estate.

Investcorp is a leading global provider and manager of alternative investment products. The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

PSP Investments is a Canadian Crown corporation established in 1999 to manage employer and employee contributions made after April 1, 2000 to the Canadian Federal Public Service, the Canadian Forces and the Royal Canadian Mounted Police pension funds. It is

also responsible for contributions made after March 1, 2007 to the Canadian Reserve Force Pension Fund. PSP Investments manages a diversified global portfolio composed of investments in public financial markets, private equity, infrastructure, natural resources, real estate and private debt.

Designees of the Investors or their subsidiaries serve as some of the members of the Boards of Directors of each of AlixPartners and Holdings (collectively, the “Boards”). In addition to their investments in Holdings, all of the Investors have substantial investments unrelated to AP. Accordingly, as a precautionary matter, AP maintains information barriers designed to prevent confidential client information, including the names of clients likely to be involved in reorganization proceedings under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors has been or will be furnished by AP to the Investors, the InvestCos (as defined below) or their Board designees, and AP will continue to abide by its confidentiality obligations to the Debtors. AP operates independently of the Investor Conflicts Parties (as defined below), and does not share employees, officers or other management with any such Investor Conflicts Parties (as defined below). AP and each of the Investor Conflicts Parties have separate offices in separate buildings, use separate Internet email addresses, and do not otherwise share IT systems. No personnel of the Investor Conflicts Parties work on AlixPartners client matters or have access to AlixPartners client information or client files or client personnel. No AP executive or employee is a director, officer or employee of any Investor. Each Investor is governed by its own board of directors or similar body and managed by its own management team. Each Investor is independent of each other Investor.

AlixPartners has searched the names of the Debtors and the list of Potential Parties in Interest against the names of (i) the Investors, (ii) the subsidiaries of the Investors that either hold a direct position in Holdings or hold a direct position in the entity that holds a direct position in Holdings (collectively, the “InvestCos”), and (iii) the subsidiaries of the Investors that hold, directly or indirectly, positions in the respective InvestCos. In addition, AlixPartners has searched and/or will request each Investor to search the names of the Debtors against the companies that the InvestCos have a direct greater than 10% investment in (collectively, with (i) – (iii) the “Investor Conflicts Parties”). AlixPartners has determined, to the best of its knowledge based solely on that search, that there are no connections with the Investor Conflicts Parties that require disclosure other than as noted herein. Because of the information barriers described above, the sheer size of the investment portfolios of the Investor Conflicts Parties, and any applicable securities laws, prior to the Petition Date, AlixPartners was unable to further investigate any potential or actual connections between the Investor Conflicts Parties and the Debtors and the Potential Parties in Interest. To the extent any potential or actual connections are discovered after the Petition Date, if there exists a material connection, AlixPartners will promptly supplement this disclosure. Notwithstanding the foregoing, AlixPartners’ conflicts check did not and will not extend to entities owned by mutual funds in which an Investor Conflicts Party has an interest; entities owned by separate accounts managed by non-affiliates for an

Investor Conflicts Party; entities owned by private equity funds in which an Investor Conflicts Party has a limited partnership interest managed by non-affiliates (even though the particular Investor Party may be represented on the limited partner advisory board or investor committee and even though the particular Investor Conflicts Party may have a passive interest in the general partner); entities where any of the Investor Conflicts Parties serves as general partner or investment manager holding interests representing, directly or indirectly, 10% or less. Nor does it or will it necessarily include indirect investments, such as businesses owned or investments made by an Investor Conflicts Party's portfolio company(ies), or passive investments held or managed by any of the Investor Conflicts Parties. In addition, because of the sheer size of the investments of the Investors and their respective affiliates and subsidiaries, except as described herein, AlixPartners' conflicts check did not and it will not necessarily include any other affiliates or subsidiaries owned, directly or indirectly, by each Investor, or any investments made by such other affiliates or subsidiaries, nor will it include, to the extent applicable, any depositors of the Investors.

Although AlixPartners has performed a conflicts check of the Investor Conflicts Parties as set forth above, as a result of, among other things, the sheer size of the investments of the Investor Conflicts Parties, one or more of the Investor Conflicts Parties may, in the ordinary course and from time to time, hold, control and/or manage loans to, or investments in, the Debtors and/or Potential Parties in Interest and/or may trade debt and/or equity securities in the Debtors and/or Potential Parties in Interest. In addition, one or more of the Investor Conflicts Parties may also have had, currently have, or may in the future have business relationships or other connections with the Debtors or other Potential Parties in Interest. To the extent AlixPartners learns of material business relationships or other material connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investor Conflicts Parties may have with the Potential Parties in Interest, the Debtors and their affiliates, or these chapter 11 cases.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these chapter 11 cases. Based on, among other things, the business separation between each of the Investor Conflict Parties and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to the engagement

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.

- Certain parties in interest are debtholders to AP and typically hold a low percentage of debt in the form of term loans. The exact percentage of debt held changes often and the percentage interest is not necessarily held directly by the individual party.
- The Internal Revenue Service (“IRS”) is a government/regulatory agency to the Debtors. The IRS is a current and former AP client in matters unrelated to the Debtors. The IRS is an adverse party, litigation party, professional, related party, taxing authority, and vendor to current and former AP clients in matters unrelated to the Debtors. The IRS is a former employer of current AP employees.
- The United States Department of Justice (“DOJ”), including the United States Attorney General’s Office, is a current and former client of AlixPartners in matters unrelated to the Debtors. The DOJ has also been an adverse party and customer to current and former AlixPartners clients in matters unrelated to the Debtors.
- Advent International Corp., a business affiliation of Debtors’ managers, and affiliates (“Advent”) are adverse parties, bondholders, contract parties, creditors, insurance providers, investors, lenders, parent companies, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Advent is a current and former AP client in matters unrelated to the Debtors.
- AIG Property Casualty Company, an insurer to the Debtors, and affiliates (“AIG”) are adverse parties, adverse litigation parties, bondholders, creditors, customers, director-affiliated companies, insurance providers, lenders, litigation parties, contract parties, noteholders and vendors to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of a current AP employee.
- Allianz Underwriters Insurance Company, an insurer to the Debtors, and affiliates (“Allianz”) are adverse parties, adverse litigation parties, bondholders, creditors, insurance providers, lenders, lessors, lienholders, litigation parties, noteholders, parent companies, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Allianz is a former AP client in matters unrelated to the Debtors. Allianz is a former employer of a current AP employee. Allianz is an insurance provider to AP.
- Allstate Insurance Company, an insurer to the Debtors, and affiliates (“Allstate”) are adverse litigation parties, litigation parties, creditors, bondholders, insurance providers, lienholders, related parties, vendors, customers, lenders and adverse parties to current and former AP clients in matters unrelated to the Debtors. Allstate is a current AP client in matters unrelated to the Debtors.
- Baron & Budd, PC, a law firm with significant representation of asbestos claimants to the Debtors, is an adverse party, opposing counsel, and professional to current and former AP clients in matters unrelated to the Debtors.

- Bates White LLC, a professional to the Debtors, is a professional and vendor to current AP clients in matters unrelated to the Debtors.
- Dresser-Rand Company, a contract party to the Debtors, and affiliates (“Dresser-Rand”) are adverse parties, joint venture entities, and vendors to current and former AP clients in matters unrelated to the Debtors. Dresser-Rand is a former AP client in matters unrelated to the Debtors.
- Employers Insurance Company of Wausau (“Wausau Insurance”), an insurer to the Debtors, is an adverse litigation party and insurance provider to current AP clients in matters unrelated to the Debtors. Wausau is a former AP client in matters unrelated to the Debtors.
- Flowserve Corporation and Flowserve Red Corporation, as contractually indemnified parties to the Debtors, and affiliates (“Flowserve”) are adverse parties, creditors, litigation parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Flowserve is a former employer of a current AP employee.
- Foley Lardner (“Foley”), an ordinary course professional, consultant, and service provider to the Debtors, is a contract party, counsel, opposing counsel, professional, related party, and vendor to current and former AP clients in matters unrelated to the Debtors. Foley is a current and former AP client in matters unrelated to the Debtors.
- Fox Rothschild LLP, an ordinary course professional, consultant, and service provider to the Debtors, and affiliates (“Fox Rothschild”) are adverse parties, contract parties, professionals, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Fox Rothschild is a current and former AP client in matters unrelated to the Debtors.
- Goldenberg Heller Antognoli & Rowland, PC, a law firm with significant representation of asbestos claimants to the Debtors, is opposing counsel to current AP clients in matters unrelated to the Debtors.
- Gordon Rees Scully Mansukhani, an ordinary course professional, consultant, and service provider to the Debtors, and affiliates are creditors, counsel, opposing counsel, and professionals to current and former AP clients in matters unrelated to the Debtors.
- Hendrickson & Long PLLC, an ordinary course professional, consultant, and service provider to the Debtors, is opposing counsel to a current AP client in matters unrelated to the Debtors.
- 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 Polska sp. z o.o., Ingersoll-Rand Zimbabwe (Private) Limited, Ingersoll-Dresser Pump Company, and Ingersoll-Rand U.S. HoldCo., Inc., as non-debtor affiliates and contract parties to the Debtors, and affiliates (“Ingersoll Rand”) are contract parties, creditors, customers, litigation parties, related parties, and vendors to

current and former AP clients in matters unrelated to the Debtors. Ingersoll Rand is a former AP client in matters unrelated to the Debtors.

- Jones Day, a professional to the Debtors, is a contract party, counsel, creditor, opposing counsel, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Jones Day is a current and former AP client in matters unrelated to the Debtors. Jones Day provides legal services to AP.
- JP Morgan Chase, a depository and disbursement bank to the Debtors, and affiliates (“JPMorgan”) are adverse parties, adverse litigation parties, banking service providers, bondholders, contract parties, creditors, customers, director-affiliated companies, indenture trustees, investors, joint venture entities, lenders, lienholders, lessors, lessees, litigation parties, noteholders, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. JPMorgan is a current and former AP client in matters unrelated to the Debtors. JPMorgan is a former employer of current AP employees.
- K&L Gates (“K&L”), a professional to the Debtors, is counsel, opposing counsel, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. K&L is a current and former AP client in matters unrelated to the Debtors.
- Kemp Smith, an ordinary course professional, consultant, and service provider to the Debtors, is a professional and vendor to current and former AP clients in matters unrelated to the Debtors.
- Kenny Shelton Liptak and Nowak LLP, an ordinary course professional, consultant, and service provider to the Debtors, is a professional to a current AP client in matters unrelated to the Debtors.
- Kurtzman Carson Consultants LLC, a professional and claims agent to the Debtors, and affiliates (“Kurtzman Carson”) are professionals to current and former AP clients in matters unrelated to the Debtors. Kurtzman Carson is a former employer of current AP employees.
- Lanier Law Firm, PLLC, a law firm with significant representation of asbestos claimants to the Debtors, is opposing counsel to a current AP client in matters unrelated to the Debtors.
- Litchfield Cavo LLP, an ordinary course professional, consultant, and service provider to the Debtors, is a professional to a current AP client in matters unrelated to the Debtors.
- McAfee & Taft, an ordinary course professional, consultant, and service provider to the Debtors, is an adverse litigation party, counsel, opposing counsel, and professional to current and former AP clients in matters unrelated to the Debtors. McAfee & Taft is a former AP client in matters unrelated to the Debtors.

- McCarter & English, LLP, a professional in this bankruptcy matter, is a creditor, professional, and related party to current and former AP clients in matters unrelated to the Debtors.
- Mitsubishi Electric Trane HVAC US LLC, a non-debtor affiliate to the Debtors, and affiliates (“Mitsubishi”) are adverse parties, adverse litigation parties, bondholders, contract parties, creditors, customers, joint venture entities, lenders, lessors, litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Mitsubishi is a current and former AP client in matters unrelated to the Debtors. Mitsubishi is a former employer of current AP employees.
- Motley Rice LLC (“Motley Rice”), a law firm with significant representation of asbestos claimants to the Debtors, is an adverse party, adverse litigation party, counsel, opposing counsel, and professional to current and former AP clients in matters unrelated to the Debtors. Motley Rice is a current AP client in matters unrelated to the Debtors.
- National Economic Research Associates, Inc. (“NERA”), a party to a material contract, unexpired lease, or license agreement with the Debtors, is a creditor and vendor to current and former AP clients in matters unrelated to the Debtors. NERA is a former employer of current AP employees.
- National Union Fire Insurance Company of Pittsburgh, PA, an insurer to the Debtors, (“National Union”) are adverse litigation parties, bondholders, contract parties, creditors, insurance providers, lenders, litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors.
- Navigant Consulting, Inc., a party to a material contract, unexpired lease, or license agreement with the Debtors, and affiliates (“Navigant”) are adverse litigation parties, affiliates, contract parties, creditors, professionals, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Navigant is a former employer of current AP employees.
- Nelson Mullins Riley and Scarborough LLP, an ordinary course professional, consultant, and service provider to the Debtors, is a professional, related party, and vendor to current and former AP clients in matters unrelated to the Debtors.
- Nix, Patterson & Roach, LLP, a law firm with significant representation of asbestos claimants to the Debtors, is an adverse party and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Simmons Hanly Conroy LLC, a law firm with significant representation of asbestos claimants to the Debtors, is a litigation party and opposing counsel to current AP clients in matters unrelated to the Debtors.
- Simon Greenstone Panatier, PC, a law firm with significant representation of asbestos claimants to the Debtors, is a vendor and opposing counsel to current and former AP clients in matters unrelated to the Debtors.



- Spotts Fain, P.C., an ordinary course professional, consultant, and service provider to the Debtors, is a professional to current AP clients in matters unrelated to the Debtors.
- The Claro Group (“Claro”), a party to a material contract, unexpired lease, or license agreement with Debtors, is a professional and vendor to current AP clients in matters unrelated to the Debtors. Claro is a former employer of current AP employees.
- The Ferraro Law Firm, a law firm with significant representation of asbestos claimants to the Debtors, is opposing counsel to a current AP client in matters unrelated to the Debtors.
- Thornton Law Firm, a law firm with significant representation of asbestos claimants to the Debtors, is opposing counsel to a current AP client in matters unrelated to the Debtors.
- Trane Technologies entities (collectively “Trane”), as direct equity owners, business affiliations of Debtors’ managers, non-debtor affiliates, and suppliers of goods and services to the Debtors, are affiliates, contract parties, customers, litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors.
- Travelers Casualty and Surety Company, an insurer to the Debtors, and affiliates (“Travelers”) are adverse parties, adverse litigation parties, bondholders, contract parties, creditors, customers, insurance providers, lenders, limited partners, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Travelers is a current and former AP client in matters unrelated to the Debtors.
- Ugrin Alexander Zadick PC, an ordinary course professional, consultant, and service provider to the Debtors, is an adverse litigation party, professional, and vendor to a current AP client in matters unrelated to the Debtors.
- Verrill Dana LLP, an ordinary course professional, consultant, and service provider to the Debtors, is a professional and vendor to a current AP client in matters unrelated to the Debtors.
- Weitz & Luxenberg, PC, a law firm with significant representation of asbestos claimants to the Debtors, is an adverse party and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Westinghouse Air Brake Company (or WABCO) and WABCO Holdings Inc., as contract parties to the Debtors, and affiliates (“Westinghouse”) are contract parties, creditors, lessors, litigation parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Westinghouse is a current and former AP client in matters unrelated to the Debtors.
- Wilentz, Goldman & Spitzer, a law firm with significant representation of asbestos claimants to the Debtors, is vendor and opposing counsel to current AP clients in matters unrelated to the Debtors.

27. AlixPartners and its affiliates are claims agents, advisors, and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, AlixPartners might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to AlixPartners. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtor.

28. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider or other party in interest in such unrelated matters.

29. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the AlixPartners Personnel (a) have any connection with the Bankruptcy Administrator, or any employee in the Office of the Bankruptcy

Administrator; or (b) are related or connected to any United States Bankruptcy Judge for the Western District of North Carolina, except as otherwise set forth herein.

30. To the best of my knowledge, none of the members of the engagement team or AlixPartners is a direct holder of any of the Debtors' securities. It is possible that members of the engagement team or certain of AlixPartners employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

31. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

32. Certain of AlixPartners' employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

33. Despite the efforts described above to identify and disclose the connections that AP has with parties in interest in these chapter 11 cases, because the Debtors form a large

enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

34. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

35. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners nor any AlixPartners Personnel holds or represents any interest adverse to the Debtors or their estates, and AlixPartners is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that AlixPartners and its professionals and employees who will work on the engagement:

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

36. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with this Court as required by

Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Debtors.

37. 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

/s/ Carianne Basler

Carianne Basler  
Managing Director

**SCHEDULE 1**

**Potential Parties in Interest**

**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