

Laura T Beyer
Laura T. Beyer
US Bankruptcy Judge

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtor.

ALDRICH PUMP LLC and MURRAY
BOILER LLC,

Plaintiffs,

v.

THOSE PARTIES TO ACTIONS LISTED
ON APPENDIX A TO COMPLAINT and
JOHN AND JANE DOES 1-1000,

Defendants.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

Adv. Pro. No. 20-03041 (JCW)

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



**AGREED ORDER REGARDING DEBTORS'
REQUEST FOR EXTENSION OR APPLICATION OF THE
AUTOMATIC STAY TO CERTAIN ACTIONS AGAINST NON-DEBTORS**

This matter coming before the Court on the *Complaint for Injunctive and Declaratory Relief (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring That the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 1] (the "Complaint") and *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring that the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 2] (the "Motion"),² both filed by the above-captioned plaintiffs and debtors and debtors in possession (together, the "Debtors"). Having been advised by counsel for the Debtors and counsel for the official committee of asbestos personal injury claimants (the "Committee") that the parties have reached an agreement with respect to temporarily granting relief sought by the Debtors on the terms set forth herein while preparing for an evidentiary hearing on the Debtors' request for injunctive and/or declaratory relief in the Motion and the Complaint, the Court finds and concludes as follows:

A. 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)(2). Venue for this matter is proper in this District pursuant to 28 U.S.C. § 1409.

B. On June 25, 2020, the Court entered a temporary restraining order [Adv. Pro. Dkt. 26] (the "Initial TRO") prohibiting and enjoining the Defendants from continuing or commencing against any of the Protected Parties any action or claim asserting, on any theory (whether direct, derivative, joint and several, successor liability, vicarious liability, fraudulent or

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

voidable transfer or conveyance, alter ego or otherwise), any Aldrich/Murray Asbestos Claims through and including the conclusion of a hearing on July 6, 2020. At the July 6, 2020 hearing, the Court orally granted an extension of the Initial TRO and thereafter issued its *Order Extending Temporary Restraining Order* [Adv. Docket No. 51] (the "TRO") on July 14, 2020, which extended the temporary restraining order through July 23, 2020. A copy of the TRO is attached hereto as Exhibit A and incorporated by reference herein.

C. The Debtors and the Committee (together, the "Parties") have agreed to the entry of a preliminary injunction prohibiting and enjoining the Defendants from continuing or commencing against any of the Protected Parties any action or claim asserting, on any theory (whether direct, derivative, joint and several, successor liability, vicarious liability, fraudulent or voidable transfer or conveyance, alter ego or otherwise), any Aldrich/Murray Asbestos Claims through the entry of an order on the Motion after the conclusion of the Evidentiary Hearing (defined below).

D. The Committee's agreement to the Court extending injunctive relief to the Protected Parties as set forth herein is not a waiver of the Committee's, or any other party's, objections to such injunctive relief, nor is the Court's entry of this Order a determination of, or relevant to, whether this injunctive relief should continue past the date set forth in an agreed case management order, as referenced herein, or any further extended date. No party may construe the Committee's consent to the entry of this Order as an agreement that injunctive relief in favor of the Protected Parties is appropriate or that the Debtors have established their burden with respect to the requested injunctive relief, or make any arguments to that effect. All objections to the relief requested in the Complaint and the Motion are hereby specifically preserved until the Evidentiary Hearing.

Based on the agreement of the Parties, as reflected by the signatures of their respective counsel set forth below, IT IS HEREBY ORDERED THAT:

1. Subject to the terms of paragraph D above, all findings of fact and conclusions of law in (or incorporated into) the TRO are incorporated by reference herein.

2. The Defendants are prohibited and enjoined from commencing or continuing to prosecute any Aldrich/Murray Asbestos Claims against any of the Protected Parties on any theory of liability, whether direct, derivative, joint and several, successor or vicarious, fraudulent or voidable transfer or conveyance, alter ego or otherwise, through and including the conclusion of the Evidentiary Hearing and the entry of an order on the requested relief. As to such Aldrich/Murray Asbestos Claims filed or pending in other courts, this injunction includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors, employees or agents; (b) the enforcement of any discovery order against the Protected Parties; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an Aldrich/Murray Asbestos Claim against any Protected Party or its officers, directors, employees or agents or its respective assets.

3. The Debtors and the Committee will work in good faith to negotiate an agreed case management order to be submitted to the Court, which, among other things, shall set the date(s) for an evidentiary hearing (the "Evidentiary Hearing") on the Debtors' request for injunctive and declaratory relief, as set forth in the Motion and the Complaint, and deadlines for discovery, objections and replies. The Debtors and the Committee are still discussing whether, and the manner in which, the Evidentiary Hearing could be combined or otherwise coordinated with the evidentiary hearing on the motion for preliminary injunction in the DBMP LLC case, Case No. 20-30080 (JCW), currently scheduled for September 9 and 10, 2020.

4. This Order is entered without prejudice to the Debtors' right to request that this Court extend this Order to include other entities or persons not previously identified in Appendix A or Appendix B, as amended, to the Complaint and the Motion and the right of any Defendant or party in interest to oppose such relief. This Order also is without prejudice to the rights of the Parties to agree to a further extension of the injunction. For the avoidance of doubt, the inclusion of an asbestos-related claim on Appendix A is not an admission that such Defendant holds a currently pending claim against either the Debtors or the Protected Parties.

5. Any party subject to this Order may seek relief from any of the provisions of this Order for cause shown. This Order is without prejudice to the Debtors' or others' rights to seek relief pursuant to 11 U.S.C. § 362, after notice and the opportunity for a hearing, and the right of any Defendant or party in interest to oppose such relief.

6. Notwithstanding anything to the contrary in this Order, any party may, without leave of the Court, take reasonable steps to perpetuate the testimony of any person subject to this Order who is not expected to survive the duration of this Order or who is otherwise expected to be unable to provide testimony if it is not perpetuated during the duration of this Order. Unless the giving of notice is excused under applicable non-bankruptcy law, notice of the perpetuation of such testimony shall be provided to counsel of record in the underlying lawsuit and the undersigned counsel for the Debtors. The Debtors shall have the right to object to the notice on any grounds they would have had if they were a party to the underlying proceeding and not subject to the terms of this preliminary injunction, and the Debtors may raise any such objection with this Court. The use of such testimony in any appropriate jurisdiction shall be subject to the applicable procedural and evidentiary rules of such jurisdiction. All parties reserve and do not waive any and all objections with respect to such

testimony. Defendants or other individuals asserting Aldrich/Murray Asbestos Claims may not seek to perpetuate the testimony of representatives, including directors, officers and employees, of the Debtors without the consent of the Debtors or an order of the Court.

7. Pursuant to Rule 7065 of the Federal Rules of Bankruptcy Procedure, the Debtors are relieved from posting any security pursuant to Rule 65(c) of the Federal Rules of Civil Procedure.

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

9. The Debtors shall cause a copy of this Order to be served via e-mail, facsimile, hand delivery or overnight carrier on counsel for the known Defendants and the Bankruptcy Administrator within three business days of its entry on the Court's docket.

10. This Order shall be promptly filed in the Clerk of Court's office and entered into the record.

11. The Court retains exclusive jurisdiction over this Order and the relief granted herein and any and all matters arising from or relating to the implementation, enforcement or interpretation of this Order.

AGREED AND CONSENTED TO BY:

/s/ John R. Miller, Jr.

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John R. Miller, Jr. (NC 28689)
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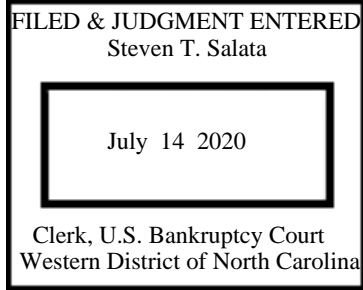
*Proposed Co-Counsel to the Official Committee of
Asbestos Personal Injury Claimants*

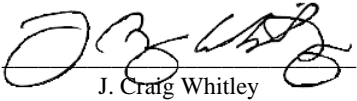
This Order has been signed electronically.
The Judge's signature and court's seal appear
at the top of the Order.

United States Bankruptcy Court

EXHIBIT A

(TRO)




J. Craig Whitley
United States Bankruptcy Judge

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtor.

ALDRICH PUMP LLC and MURRAY
BOILER LLC,

Plaintiffs,

v.

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

ORDER EXTENDING TEMPORARY RESTRAINING ORDER

This matter coming before the Court on the *Complaint for Injunctive and Declaratory Relief (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring That the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 1] (the "Complaint") and *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring that the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 2] (the "Motion"),² both filed by the above-captioned plaintiffs and debtors and debtors in possession (together, the "Debtors"); the Court having heard the arguments of counsel and considered the evidence presented at a hearing held on June 22, 2020, to consider whether the requested temporary restraining order should be entered; the Court having entered the Temporary Restraining Order on June 25, 2020 [Adv. Pro. Dkt. 26] (the "Initial TRO"), a copy of which is attached hereto as Exhibit A, which granted a temporary restraining order as described therein through and including the conclusion of the Extension Hearing (as defined below); the Court having heard the statements of counsel and considered any evidence presented at a hearing held on July 6, 2020 to consider an extension of the Initial TRO (the "Extension Hearing"), including the agreement of the parties to extend the Initial TRO as provided in this Order; and the Court having reviewed (a) the Complaint, (b) the Motion, (c) the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Adv. Pro. Dkt. 3] (the "Tananbaum Declaration"), (d) the *Declaration of Ray Pittard in Support of First Day Pleadings* [Bankr. Dkt. 27] (the "First Day Declaration") filed in the Debtors' main chapter 11

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

cases, and (e) *The Debtors' Reply in Support of Their Request for a Temporary Restraining Order* [Adv. Pro. Dkt. 36], together with any responses or objections to the Motion; the Court finds and concludes that the Court's findings and conclusions in the Initial TRO and on the record of the Extension Hearing, which are incorporated herein by reference, establish just cause for the relief granted herein.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Initial TRO is extended through and including July 23, 2020.
2. All objections to the Initial TRO, whether filed or stated on the record, are hereby overruled for purposes of the extension of the Initial TRO, including (a) the *Opposition of Certain Asbestos Claimants to Debtors' Request for Temporary Restraining Order* [Adv. Pro. Dkt. 17], (b) the *Objection by Richard Sisk and Calvena Sisk to Motion of the Debtors for an Order Granting a Temporary Restraining Order Pending a Final Hearing and Joinder in the Objection Filed by Certain Other Objecting Asbestos Claimants* [Adv. Pro. Dkt. 18] and (c) the *Joinder of Certain Additional Asbestos Claimants to the Opposition of Certain Asbestos Claimants to Debtors' Request for Temporary Restraining Order* [Adv. Pro. Dkt. 20].
3. The Court shall conduct a further hearing on the Motion and the Complaint in Charlotte on July 15, 2020, at 9:30 a.m., prevailing Eastern Time, for purposes of entry of an order that provides for a preliminary injunction through the date of a full hearing on the Motion. In response to the COVID-19 pandemic, the hearing will be held via video conference and telephone conference using ZoomGov.com.
4. This Order is entered without prejudice to the Debtors' right to request that this Court extend this Order to include other entities or persons not previously identified in Appendix A or Appendix B, as amended, to the Complaint and the right of any Defendant or

party in interest to oppose such relief. For the avoidance of doubt, the inclusion of an asbestos-related claim on Appendix A is not an admission that such Defendant holds a currently pending claim against either the Debtors or the Protected Parties.

5. Any party subject to this Order may seek relief from any of the provisions of this Order for cause shown. This Order is without prejudice to the Debtors' or others' rights to seek relief pursuant to section 362 of the Bankruptcy Code and the right of any Defendant or party in interest to oppose such relief.

6. The findings in (or incorporated into) this Order are without prejudice to any party or defendant's right to dispute such findings in connection with any hearings with respect to the entry of a preliminary injunction.

7. Pursuant to Bankruptcy Rule 7065, the Debtors are relieved from posting any security under Civil Rule 65(c).

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

9. The Debtors shall cause a copy of this Order to be served via e-mail, facsimile, hand delivery or overnight carrier on counsel for the known Defendants and the Bankruptcy Administrator within three business days of its entry on the Court's docket.

10. This Order shall be promptly filed in the Clerk of Court's office and entered into the record.

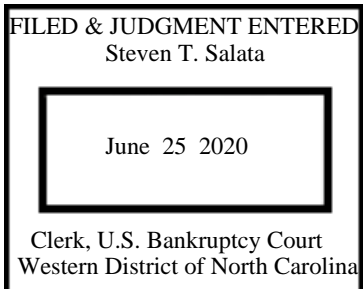
11. This Court retains exclusive jurisdiction over this Order and any and all matters arising from or relating to the implementation, interpretation or enforcement of this Order.

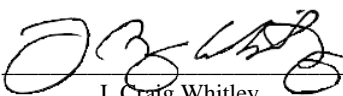
This Order has been signed electronically.
The Judge's signature and court's seal appear
at the top of the Order.

United States Bankruptcy Court

Exhibit A

Initial TRO




J. Craig Whitley
United States Bankruptcy Judge

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

In re

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ALDRICH PUMP LLC and MURRAY
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THOSE PARTIES TO ACTIONS LISTED
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TEMPORARY RESTRAINING ORDER

This matter coming before the Court on the *Complaint for Injunctive and Declaratory Relief (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring That the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 1] (the "Complaint") and *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring that the Automatic Stay Applies to Such Actions and (III) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 2] (the "Motion"),² both filed by the above-captioned plaintiffs and debtors and debtors in possession (together, the "Debtors"); the Court having reviewed (a) the Complaint, (b) the Motion, (c) the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Adv. Pro. Dkt. 3] (the "Tananbaum Declaration") and (d) the *Declaration of Ray Pittard in Support of First Day Pleadings* [Bankr. Dkt. 27] (the "First Day Declaration") filed in the Debtors' main chapter 11 cases, together with any responses or answers to the Motion or the Complaint; and having heard the arguments of counsel and considered the evidence presented at a hearing on June 22, 2020 (the "Hearing"), the Court finds and concludes as follows:

Background, Jurisdiction and Venue

A. For purposes of this Order, the term "Aldrich/Murray Asbestos Claims" shall mean any asbestos-related claim against either Debtor, including all claims asserted against, or that could have been asserted against, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation)

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

("Old IRNJ") or the former Trane U.S. Inc. ("Old Trane"), and all claims for which the Debtors are responsible (such as through indemnification obligations), relating in any way to asbestos or asbestos-containing materials. For the avoidance of doubt, Aldrich/Murray Asbestos Claims include, without limitation, all asbestos personal injury claims and other asbestos-related claims allocated to, respectively, Aldrich from Old IRNJ or Murray from Old Trane in the documents implementing the 2020 Corporate Restructuring. The Aldrich/Murray Asbestos Claims do not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws.

B. The Plaintiffs in this adversary proceeding are Debtors Aldrich Pump LLC and Murray Boiler LLC. The Defendants in this adversary proceeding are all named plaintiffs in the asbestos-related lawsuits against one or both of the Debtors (or for which either Debtor is responsible) listed on Appendix A to the Complaint, as well as John and Jane Does 1-1000. The actions listed on Appendix A are lawsuits that were either allocated to either Debtor in the 2020 Corporate Restructuring or otherwise asserted against the Debtors prior to the Petition Date. The Protected Parties, with the exception of Old IRNJ and Old Trane, are listed in Appendix B to the Complaint, as amended, which is also attached to this Order. Defendants John and Jane Does 1-1000 are prospective plaintiffs who may at any time while the above-captioned chapter 11 cases are pending seek to hold the Protected Parties liable for the Aldrich/Murray Asbestos Claims.

C. The Debtors seek, pursuant to Rule 65(b) of the Federal Rules of Civil Procedure (the "Civil Rules") and Rule 7065 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), a temporary restraining order prohibiting the Defendants from continuing or commencing against any of the Protected Parties any action or claim asserting, on any theory of liability (whether direct, derivative, joint and several, successor liability, vicarious

liability, fraudulent or voidable transfer or conveyance, alter ego, or otherwise), any Aldrich/Murray Asbestos Claims.

D. The Court has subject matter 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)(2). Venue for this matter is proper in this District pursuant to 28 U.S.C. § 1409.

Request for Temporary Restraining Order

E. For the reasons set forth on the record at the Hearing, a temporary restraining order pending a final hearing on the Debtors' request for injunctive and/or declaratory relief is warranted.

F. Regardless of their diligence, the Debtors cannot realistically provide effective notice to the many named plaintiffs that have commenced or may commence Aldrich/Murray Asbestos Claims against the Protected Parties in the short period of time in which this Court's action is needed. Moreover, notice itself is likely to precipitate the assertion of additional Aldrich/Murray Asbestos Claims against the Protected Parties. This temporary restraining order is requested, and the Court finds is required, to prevent that result.

G. Further, service on John and Jane Does 1-1000 is impossible because these individuals are putative plaintiffs for future asbestos actions against the Protected Parties.

H. Accordingly, this Court finds it appropriate to enter a temporary restraining order with limited notice to the Defendants pursuant to Civil Rule 65(b)(1) and Bankruptcy Rule 7065.

I. To allow more parties in interest, including an appointed Asbestos Committee, to participate in the hearing on the requested relief and to conserve time and

resources, this Court finds good cause for entering a temporary restraining order and setting a hearing on the Motion as described herein.

Based on these findings and conclusions, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED with respect to its request for a temporary restraining order, as provided herein.
2. The Defendants are prohibited and enjoined from commencing or continuing to prosecute any Aldrich/Murray Asbestos Claims against any of the Protected Parties on any theory of liability, whether direct, derivative, joint and several, successor liability, vicarious liability, fraudulent or voidable transfer or conveyance, alter ego or otherwise, through and including the conclusion of the July 6, 2020 Hearing (as defined below), unless extended further by the Court. This temporary restraining order includes, without limitation:
(a) the pursuit of discovery from the Protected Parties or their officers, directors, employees or agents; (b) the enforcement of any discovery order against the Protected Parties; (c) further motions practice related to the foregoing; and (d) any collection activity on account of a Aldrich/Murray Asbestos Claim against any Protected Party or its officers, directors, employees or agents or its respective assets.
3. Absent a further agreed-upon extension, the Court shall conduct a further hearing on the Motion and the Complaint on July 6, 2020, at 10:30 a.m., prevailing Eastern Time (the "July 6 Hearing"), to determine if the temporary restraining order should be extended further, as permitted by Civil Rule 65, or if other relief is appropriate, including the entry of a preliminary injunction for a limited period of time.
4. This Order is entered without prejudice to the Debtors' right to request that this Court extend this Order to include other entities or persons not previously identified in

Appendix A or Appendix B, as amended, to the Complaint. For the avoidance of doubt, the inclusion of an asbestos-related claim on Appendix A is not an admission that such Defendant holds a currently pending claim against either the Debtors or the Protected Parties.

5. Any party subject to this Order may seek relief from any of the provisions of this Order for cause shown.

6. The findings in this Order are without prejudice to any party or defendant's right to dispute such findings in connection with any further hearing on the temporary restraining order or a hearing with respect to the entry of a preliminary injunction.

7. Pursuant to Bankruptcy Rule 7065, the Debtors are relieved from posting any security under Civil Rule 65(c).

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

9. The Debtors shall cause a copy of this Order to be served via e-mail, facsimile, hand delivery or overnight carrier on counsel for the known Defendants and the Bankruptcy Administrator within three business days of its entry on the Court's docket.

10. This Order shall be promptly filed in the Clerk of Court's office and entered into the record. This Order shall remain effective for the period through and including the conclusion of the July 6 Hearing.

11. This Court retains exclusive jurisdiction over this Order and any and all matters arising from or relating 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

Appendix B

List of Protected Parties

Non-Debtor Affiliates

200 Park, Inc.
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
ClimateLabs LLC
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 LP
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.

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)

Indemnified Parties also includes affiliates of the foregoing, including, without limitation, the WABCO Group (as defined in Separation and Distribution Agreement, dated as of July 16, 2007, by and between American Standard Companies Inc. and WABCO Holdings Inc.), Gardner Denver, Inc., Gardner Denver Holdings, Inc., and Ingersoll Rand Inc., and their respective officers, directors, partners, stockholders, employees, agents and representatives, and any permitted successors or assigns.

- * Ingersoll-Rand U.S. HoldCo, Inc. and its affiliates, including, without limitation, Gardner Denver, Inc., Gardner Denver Holdings, Inc., and Ingersoll Rand Inc., are each a Protected Party to the extent named in an Aldrich/Murray Asbestos Claim.

Insurers

Affiliated FM Insurance Company
Ageas Insurance Company Limited (f/k/a Bishopsgate Insurance Company)
AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)
AIU Insurance Company
Alba General Insurance Company Limited
Allianz Global Corporate and Specialty (France) (f/k/a Allianz Marine and Aviation (France); AGF Marine Aviation Transport; and Compagnie d'Assurances Maritimes Aeriennes et Terrestres (CAMAT))
Allianz Global Risks US Insurance Company (f/k/a Allianz Insurance Company)
Allianz Insurance PLC (f/k/a Allianz Cornhill Insurance Company Limited (f/k/a Cornhill Insurance Company Limited))
Allianz International Insurance Company Limited
Allianz S.p.A. (f/k/a Riunione Adriatica di Sicurta)
Allianz Suisse Insurance Company (f/k/a Helvetia-Accident Swiss Insurance Company)
Allianz Underwriters Insurance Company (f/k/a Allianz Underwriters, Inc.)
Allianz Versicherungs-Aktiengesellschaft (a/k/a Allianz, Allgemeine Versicherungs-AG, Munich) (a/k/a Allianz Versicherungs AG)
Allstate Insurance Company (successor to Northbrook Excess and Surplus Insurance Company (f/k/a Northbrook Insurance Company))
American Home Assurance Company
American Insurance Company (for itself and as successor to Interstate Fire and Casualty Company)
American Marine and General Insurance Company (f/k/a London and Scottish Assurance Corporation Limited)
Amerisure Mutual Insurance Company (f/k/a Michigan Mutual Liability Company)
Andrew Weir Insurance Company Limited
Anglo American Insurance Company
Anglo Saxon Insurance Association Limited
Arrowood Indemnity Company (f/k/a Royal Indemnity Company)
Assurances Generales Belge
Aviva (Peak No. 1) UK Limited (f/k/a Royal Scottish Assurance PLC)
AXA Belgium (f/k/a Royale Belge, S.A.)

Baloise Insurance Limited (f/k/a Baloise Fire Company Limited)
Berkshire Hathaway Direct Insurance Company (f/k/a American Centennial Insurance Company)
Bermuda Fire and Marine Insurance Company Limited
Bothnia International Insurance Company Limited (as successor to Assicurazioni Generali S.P.A. (UK Branch) and Assicurazioni Generali de Trieste E Venezia S.P.A.)
Brightgrey Limited (f/k/a Federation General Insurance Company Limited (f/k/a Anglo French Insurance Company Limited))
British and Overseas Insurance Company Limited
British Merchants Insurance Company Limited
British National Life Assurance Company Limited
British North Western Insurance Company
Brittany Insurance Company Limited
Bryanston Insurance Company Limited
Centaur Insurance Company
Centennial Insurance Company
Central National Insurance Company of Omaha
Century Indemnity Company (for itself and as successor to CIGNA Specialty Insurance Company (f/k/a California Union Insurance Company); Indemnity Insurance Company of North America; and Insurance Company of North America)
Chicago Insurance Company
City General Insurance Company Limited
Columbia Casualty Company
Compagnie Europeene D'Assurances Industrielles S.A.
Companhia de Seguros Fidelidade-Mundial, S.A. (f/k/a Companhia de Seguros Fidelidade, S.A. (f/k/a Fidelidade Insurance Company of Lisbon))
Continental Casualty Company
Continental Insurance Company (for itself and as successor to Fidelity and Casualty Company of New York; Harbor Insurance Company; and London Guarantee and Accident Company of New York)
Continental Reinsurance Corporation (f/k/a Pacific Insurance Company)
CX Reinsurance Company Limited (f/k/a CNA Reinsurance Company Limited; CNA International Reinsurance Company Limited; CNA Reinsurance of London Limited; and Continental Casualty Company Limited)
Dairyland Insurance Company
Danielson Indemnity Company (f/k/a Holland-America Insurance Company)
Delta-Lloyd Non-Life Insurance Company Limited
Dominion Insurance Company Limited
Drake Insurance Company Limited
El Paso Insurance Company Limited
Employers Insurance Company of Wausau (f/k/a Employers Insurance of Wausau, a Mutual Company (f/k/a Employers Mutual Liability Insurance Company of Wisconsin))
Employers' Liability Assurance Corporation, Limited
Employers Mutual Casualty Company

English and American Insurance Company Limited (f/k/a English & American Insurance Company Limited) (for itself and as successor to Providence Capitol Life Assurance Company Limited (f/k/a Slater Walker Insurance Company Limited))
European Reinsurance Company of Zurich Limited (f/k/a Swiss Re Asia PTE. Limited)
Evanston Insurance Company (successor to Associated International Insurance Company)
Everest Reinsurance Company (f/k/a Prudential Reinsurance Company)
Excess Insurance Company Limited
Federal Insurance Company
Fireman's Fund Insurance Company
First State Insurance Company
Folksam International Insurance Company (UK) Limited
Fremont Indemnity Company (f/k/a Industrial Indemnity Company)
GAN Minster Insurance Company Limited (f/k/a Minster Insurance Company Limited)
General Insurance Company Helvetia Limited
General Reinsurance Corporation
Government Employees Insurance Company (GEICO)
Granite State Insurance Company
Great American Alliance Insurance Company (f/k/a American Alliance Insurance Company)
Great American Insurance Company of New York (f/k/a American National Fire Insurance Company)
Guarantee Insurance Company
Guildhall Insurance Company Limited
Harper Insurance Limited (f/k/a Turegum Insurance Company)
Hartford Accident and Indemnity Company
Hartford Fire Insurance Company (f/k/a New England Reinsurance Corporation)
Hawk Insurance Company Limited
Heddington Insurance (UK) Limited (f/k/a Heddington Insurance Company (UK) Limited)
Highlands Insurance Company
Highlands Insurance Company Limited
HIH America Compensation and Liability Insurance Company (f/k/a CareAmerica Compensation and Liability Insurance Company (f/k/a C.E. Heath Compensation and Liability Insurance Company (f/k/a Falcon Insurance Company)))
Home Insurance Company (for itself and as successor to Home Indemnity Company)
Horizon Insurance Company
Hudson Insurance Company
Ideal Mutual Insurance Company
Indemnity Marine Assurance Company Limited
Insko Limited (f/k/a Britamco)
Insurance Company of the State of Pennsylvania
Integrity Insurance Company
Kingscroft Insurance Company Limited (f/k/a Dart Insurance Company Limited, Dart and Kraft Insurance Company Limited, and Kraft Insurance Company Limited)
Landmark Insurance Company
Lexington Insurance Company
Liberty Mutual Insurance Company
Lime Street Insurance Company, Limited (f/k/a Louisville Insurance Company Limited)

London & Overseas Insurance Company PLC
 London and Edinburgh General Insurance Company Limited (for itself and as successor to
 London & Edinburgh Insurance Company Limited)
 London Market Companies
 Ludgate Insurance Company Limited
 Lumbermens Mutual Casualty Company (for itself and as successor to American Motorists
 Insurance Company)
 Mentor Insurance Limited
 Mentor Underwriting Agents (UK) Limited
 Mercantile and General Reinsurance Company Limited
 Midland Insurance Company
 MidStates Reinsurance Corporation (f/k/a Mead Reinsurance Corporation)
 Mission Insurance Company
 Mission National Insurance Company
 Mitsui Sumitomo Insurance Company (Europe) Limited (f/k/a Taisho Marine and Fire
 Insurance Company (Europe) Limited)
 Mitsui Sumitomo Insurance Company Limited (f/k/a Taisho Insurance Company Limited)
 Motor Union Insurance Company Limited
 Munich Reinsurance America, Inc. (f/k/a American Re-Insurance Company) (for itself and as
 successor to Executive Risk Indemnity, Inc. (f/k/a ERIC Reinsurance Company (f/k/a
 American Excess Insurance Company)))
 Mutual Reinsurance Company Limited
 National Casualty Company
 National Casualty Company Limited (a/k/a National Casualty Company of Detroit)
 National Casualty Company of America Limited
 National Union Fire Insurance Company of Pittsburgh, PA
 New England Insurance Company
 New London Reinsurance Company Limited
 North Atlantic Insurance Company Limited (for itself and as successor to British National
 Insurance Company Limited (f/k/a British National Life Insurance Society))
 North Star Reinsurance Company
 Northland Casualty Company (f/k/a Coastal Casualty Company (f/k/a Countrywide
 Insurance Company (f/k/a Transamerica Indemnity Company (f/k/a Transamerica
 Insurance Company))))
 Northwestern National Insurance Company (for itself and as successor to Bellefonte
 Insurance Company)
 OIC Run-Off Limited (f/k/a Orion Insurance Company Plc (a/k/a Orion Non-Marine))
 Old Republic Insurance Company
 OneBeacon Insurance Company (successor to Commercial Union Insurance Company)
 Oslo Reinsurance Company (UK) Limited (f/k/a Storebrand Insurance Company (UK)
 Limited)
 Pacific & General Insurance Company Limited
 Pacific Employers Insurance Company
 PartnerRe Insurance Company of New York (f/k/a Winterthur Swiss Insurance Company
 (f/k/a Accident and Casualty Company of Winterthur))
 Pine Top Insurance Company

Pine Top Insurance Company Limited
Protective National Insurance Company of Omaha
QBE Insurance Company (UK) Limited (f/k/a Iron Trades Insurance Company Limited
(a/k/a Iron Trades Mutual Insurance Limited))
Reliance Fire and Accident Insurance
Resolute Management, Inc.
River Thames Insurance Company Limited
RiverStone Claims Management, LLC
RLI Insurance Company
Seguros LA Republica SA Aseguradora Interacciones S.A. (f/k/a Seguros LA Republica
SA)
Select Markets Insurance Company (f/k/a Argonaut Northwest Insurance Company)
Sompo America Insurance Company (f/k/a Yasuda Fire and Marine Insurance Company of
America (f/k/a Yasuda Fire and Marine Insurance Company (UK) Limited))
Southern American Insurance Company
Sovereign Marine and General Insurance Company Limited (f/k/a Sovereign Insurance
Company Limited)
Sphere Drake Insurance Limited (successor to Sphere Insurance Company Limited)
St. Helens Insurance Company Limited
St. Katherine Insurance Company Limited
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Surplus Lines Insurance Company
Starr Indemnity and Liability Company (f/k/a Republic Insurance Company)
Stronghold Insurance Company Limited
Swiss Re Asia Ltd. (f/k/a/ European General Reinsurance Company of Zurich)
Swiss Reinsurance Company
Swiss Union Insurance Company Limited
TIG Insurance Company (successor to International Insurance Company and Mt. McKinley
Insurance Company (f/k/a Gibraltar Casualty Company))
Tokio Insurance Company (UK) Limited
Tokio Marine Europe Insurance Limited (f/k/a The Tokio Marine & Fire Insurance Company
(UK) Limited)
Transit Casualty Company
Transport Indemnity Company
Travelers Casualty and Surety Company (f/k/a Aetna Casualty and Surety Company)
Travelers Indemnity Company
Trent Insurance Company Limited
Twin City Fire Insurance Company
U.S. Fidelity & Guaranty Company
Underwriters at Lloyd's, London
Unione Italiana (UK) Reinsurance Company Limited (f/k/a Anglo Saxon Insurance Limited)
United Standard Insurance Company Limited
United States Fire Insurance Company
Walbrook Insurance Company Limited
Wausau General Insurance Company (f/k/a Illinois Employers Insurance of Wausau)

Wellfleet New York Insurance Company (f/k/a Atlanta International Insurance Company (f/k/a Drake Insurance Company of New York))
Westchester Fire Insurance Company
Western Employers Insurance Company
Westport Insurance Company (f/k/a Puritan Insurance Company (f/k/a Manhattan Fire and Marine Insurance Company))
World Auxiliary Insurance Company Limited
World Marine and General Insurance PLC
World Marine and General Insurance PTY Limited (f/k/a Vanguard Insurance Company Limited)
Zurich Insurance Company Limited (a/k/a Zurich American Insurance Company (f/k/a Zurich Insurance Company))
Zurich Reinsurance Company, Ltd. (f/k/a Zurich International (Bermuda) Ltd. (a/k/a Zurich International Limited))

Insurers also includes the past, present and future parents, subsidiaries and affiliates of the foregoing, and their respective officers, directors, partners, stockholders, employees, principals, agents, representatives and claims administrators, in their capacity as such, and any other related person or entity, to the extent they: (i) have any actual or alleged liability under insurance policies covering Aldrich/Murray Asbestos Claims or (ii) are the beneficiary of a release or indemnification under an insurance settlement agreement related to the Aldrich/Murray Asbestos Claims.