

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

<p>In re ALDRICH PUMP LLC, <i>et al.</i>,¹ Debtors.</p>	<p>Chapter 11 Case No. 20-____ (___) (Joint Administration Requested)</p>
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**APPLICATION OF THE DEBTORS FOR AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS LLC AS CLAIMS, NOTICING, AND BALLOT AGENT**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby apply to the Court for the entry of an order authorizing, as of the date hereof, the retention and employment of Kurtzman Carson Consultants LLC ("KCC") as claims, noticing, and ballot agent. In support of this Application, the Debtors respectfully represent as follows:

Background

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

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



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

Jurisdiction

4. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. Pursuant to section 105(a) of the Bankruptcy Code, 28 U.S.C. § 156(c), and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors hereby seek the entry of an order, substantially in the form attached hereto as Exhibit C: (a) authorizing them to retain and employ KCC as claims, noticing, and ballot agent (the "Agent") in these Chapter 11 Cases, as of the Petition Date and in accordance with the terms and conditions set forth in the KCC Agreement for Services dated as of May 1, 2020 (the "Services Agreement"),² a copy of which is attached hereto as Exhibit A; and (b) approving the terms of KCC's employment and retention, including the fee and expense structure and the indemnification and reimbursement (and related) provisions set forth in the Services Agreement.

² Any references to, or summaries of, the Services Agreement in this Application are provided for the convenience of the Court and parties in interest and are qualified in their entirety by the terms of the Services Agreement. Additionally, capitalized terms used in this Application and not otherwise defined herein have the meanings given to them in the Services Agreement.

In support of this Application, the Debtors submit the *Declaration of Robert Jordan*, a managing director at KCC (the "Agent Declaration"), which is attached hereto as Exhibit B and incorporated herein by reference.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that these Chapter 11 Cases will involve many thousands of potential creditors and other parties in interest and, thus, likely will impose significant administrative burdens upon the Court and the Office of the Clerk of the Court (the "Clerk's Office"). Given the anticipated number of creditors, the Debtors submit that the appointment of KCC: (a) will (i) relieve the Debtors, the Court, and the Clerk's Office of substantial administrative burdens and related costs, (ii) expedite the service of notices and pleadings, (iii) streamline the claims administration and vote solicitation and tabulation processes, and (iv) otherwise promote the efficient administration of these Chapter 11 Cases; and (b) is otherwise in the best interests of both the Debtors' estates and parties in interest.

KCC's Qualifications

7. KCC specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms to all of the Court's procedures, 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 requirements of any Court orders.

8. KCC has provided administrative services regarding noticing, claims management, and reconciliation to the Debtors and certain of their non-debtor affiliates since approximately April 2, 2020. As further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors. On May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring"). As a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane"). Respectively and, as applicable, (a) Aldrich and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane.

9. KCC provides comprehensive services in chapter 11 cases. KCC has substantial experience in matters of all sizes and levels of complexity. See, e.g., In re Art Van Furniture, LLC, No. 20-10553 (CSS) (Bankr. D. Del. Mar. 8, 2020); In re Melinta Therapeutics, Inc., No. 19-12748 (LSS) (Bankr. D. Del. Dec. 27, 2019); In re Celadon Grp., Inc., No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); In re HRI Holding Corp., No. 19-12415 (MFW) (Bankr.

D. Del. Nov. 14, 2019); In re Highland Capital Management, L.P., No. 19-12239 (CSS) (Bankr. D. Del. Oct. 16, 2019); In re Bayou Steel BD Holdings, L.L.C., No. 19-12153 (KBO) (Bankr. D. Del. Oct. 1, 2019); In re Perkins & Marie Callender's, LLC, No. 19-11743 (KG) (Bankr. D. Del. Aug. 5, 2019); In re Emerge Energy Services LP, No. 19-11563 (KBO) (Bankr. D. Del. Jul. 15, 2019); In re Fuse, LLC, No. 19-10872 (KG) (Bankr. D. Del. Apr. 22, 2019); In re Achaogen, Inc., No. 19-10844 (BLS) (Bankr. D. Del. Apr. 15, 2019); In re Southcross Energy Partners, L.P., No. 19-10702 (MFW) (Bankr. D. Del. Apr. 1, 2019); In re Novum Pharma, LLC, No. 19-10209 (BLS) (Bankr. D. Del. Feb. 3, 2019); In re AE Bicycle Liquidation, Inc., No. 18-80856 (BAK) (Bankr. M.D.N.C. Nov. 16, 2018); In re Egalet Corp., No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); In re Welded Construction, L.P., No. 18-12378 (CSS) (Bankr. D. Del. Oct. 22, 2018); In re ATD Corp., No. 18-12221 (KJC) (Bankr. D. Del. Oct. 4, 2018); In re RM Holdco LLC, No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); In re Heritage Home Grp. LLC, No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); In re Tintri, Inc., No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); In re The Walking Company Holdings, Inc., No. 18-10474 (LSS) (Bankr. D. Del. Mar. 6, 2018); In re VER Techs. Holdco LLC, No. 18-10834 (KG) (Bankr. D. Del. Apr. 5, 2018); In re Rand Logistics, Inc., No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); In re ExGen Tex. Power, LLC, No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); In re TerraVia Holdings, Inc., No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); In re Prospector Offshore Drilling S.à r.l., No. 17-11572 (CSS) (Bankr. D. Del. July 20, 2017); In re Keystone Tube Co., LLC (A.M. Castle & Co.), No. 17-11330 (LSS) (Bankr. D. Del. June 18, 2017).

Terms of Engagement

Services to be Provided

10. Consistent with the Services Agreement, KCC will perform the following tasks in its role as Agent, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders of the Court, in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan of reorganization; (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain: (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update and make such lists available upon request by a party in interest or the Clerk's Office;
- (d) if applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

- (f) for all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed, with the Clerk's Office an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate; (iii) the manner of service; and (iv) the date served;
- (g) provide an electronic interface for filing proofs of claim;
- (h) process all proofs of claim received, including those received by the Clerk's Office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk's Office, and, upon the Clerk Office's request, provide the Clerk's Office with certified, duplicate unofficial Claims Registers;
- (j) specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;
- (k) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers, as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of KCC, not less than weekly;
- (n) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk's Office copies of the Claims Registers for the Clerk Office's review (upon the Clerk Office's request);
- (o) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website or call center;
- (q) provide balloting services in connection with the solicitation process for any chapter 11 plan of the Debtors for which a disclosure statement has been approved by the Court, including (as needed): (i) consult with the Debtors and their counsel regarding timing issues, voting, and tabulation procedures and documents needed for the vote; (ii) review of voting-related sections of the voting procedures motion, disclosure statement, and ballots for procedural and timing issues; (iii) assist in obtaining information regarding members of voting classes; (iv) coordinate distribution of solicitation documents; (v) respond to requests for documents from parties in interest; (vi) respond to telephone inquiries regarding the disclosure statement and the voting procedures; (vii) receive and examine all ballots and master ballots cast by voting parties; (viii) date- and time-stamp the originals of all such ballots and master ballots upon receipt; and (ix) tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the Court;
- (r) if these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of KCC receiving notice to KCC of entry of the order converting the cases;
- (s) thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing KCC as Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (t) within seven (7) days of notice to KCC of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the Chapter 11 Cases; and
- (u) at the close of these Chapter 11 Cases: (i) box and transport all original documents, in proper format, as provided by the Clerk's Office, to (1) the Philadelphia Federal Records Center, located at 14700 Townsend Road, Philadelphia, PA 19154, or (2) any other location requested by the Clerk's Office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

11. The Claims Register will be open to the public for examination without charge during regular business hours and on a case-specific website maintained by KCC.

12. KCC will follow the notice, claims, solicitation, and balloting procedures that (a) conform to the guidelines promulgated by the Clerk's Office and the Judicial Conference of the United States and (b) are established by an order of the Court.

Professional Compensation

13. The Debtors respectfully request that the undisputed fees and expenses incurred by KCC in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. KCC's fees are charged in accordance with the terms of the Services Agreement, as they may be adjusted on a yearly basis consistent with the Services Agreement. KCC also will seek reimbursement of expenses in accordance with the terms of the Services Agreement.

14. KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the United States Bankruptcy Administrator of the Western District of North Carolina (the "Bankruptcy Administrator"). If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may request a resolution from the Court.

15. Prior to the Petition Date, on or about April 7, 2020, Old IRNJ provided KCC with a retainer totaling \$60,000 for services rendered or to be rendered, and for reimbursement of expenses (the "Retainer"). The Debtors provided KCC with an additional

payment of \$35,000 to replenish the Retainer to its original amount prior to the Petition Date.

KCC seeks to hold the Retainer under the Services Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

16. Additionally, under the terms of the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless KCC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors, under circumstances arising out of or relating to the Services Agreement or KCC's rendering of services pursuant thereto, except for any claim or expense that (a) involves indirect, special, or consequential damages or (b) involves circumstances resulting solely from KCC's gross negligence, willful misconduct, fraud, or bad faith. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims, noticing, and ballot agent in these Chapter 11 Cases.

Disclosure Regarding KCC's Disinterestedness

17. Although the Debtors do not propose to employ KCC under section 327 of the Bankruptcy Code, KCC has nonetheless reviewed its conflicts system to determine whether it has any relationships with certain material creditors and parties in interest identified by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Agent Declaration, KCC has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed. KCC may have relationships with certain of the Debtors' creditors or parties in interest as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims, noticing, and ballot agent for another chapter 11 debtor or as a class action settlement administrator.

18. Moreover, in connection with its retention as Agent, KCC represents in the Agent Declaration, among other things, that:

- (a) KCC is not a creditor of the Debtors;
- (b) KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code,³ as modified by section 1107(b) of the Bankruptcy Code,⁴ with respect to the matters upon which it is engaged;
- (c) by accepting employment as Agent in these Chapter 11 Cases, KCC will not consider itself employed by the United States government and shall not seek, and waives its right to receive, any compensation from the United States government in its capacity as Agent in these Chapter 11 Cases;
- (d) in its capacity as Agent in these Chapter 11 Cases, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtors in connection with its work as Agent in these Chapter 11 Cases;
- (f) in its capacity as Agent in these Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;
- (g) in its capacity as Agent in these Chapter 11 Cases, KCC shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- (h) in its capacity as Agent in these Chapter 11 Cases, KCC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the services provided by KCC as Agent in these Chapter 11 Cases shall be at the expense of the Clerk's Office.

³ Pursuant to section 101(14) of the Bankruptcy Code, the term "disinterested person" means "a person that – (A) is not a creditor, an equity security holder, or an insider; (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and (C) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason." 11 U.S.C. § 101(14).

⁴ Pursuant to section 1107(b) of the Bankruptcy Code, "notwithstanding section 327(a) of [the Bankruptcy Code], a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

19. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Basis for Relief

20. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. Accordingly, section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice, claims, and other administrative purposes, provided that the debtor's estate pays the cost of such services.

22. In addition, under Bankruptcy Rule 2002, which describes certain notices that must be provided to creditors and other parties in interest in bankruptcy cases, the Court may direct that some person other than the clerk of the court provide notice of the various matters described therein. See, e.g., Fed. R. Bankr. P. 2002(a), (b), (d), (f), (k) (stating that "the clerk, or some other person as the court may direct" shall give notice as prescribed in that subsection of Bankruptcy Rule 2002).

23. For all of the foregoing reasons, the Debtors believe that the retention of KCC as the claims, noticing, and ballot agent in these Chapter 11 Cases is in the best interests of the Debtors, their estates, and parties in interest. Further, the Debtors respectfully submit that the

fees and expenses that would be incurred by KCC under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

25. Courts in this District and other districts have approved similar relief in other chapter 11 cases. See, e.g., In re DBMP, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 28, 2020); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 8, 2017); In re Portrait Innovations, Inc., No 17-31455 (JCW) (Bankr. W.D.N.C. Sept. 11, 2017); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 7, 2016); In re Designline Corp., No. 13-12089 (MFW) (Bankr. W.D.N.C. Aug. 29, 2013); In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) (Bankr. W.D.N.C. Aug. 9, 2011); see also In re Alpha Natural Res., Inc., No. 15-33896 (Bankr. E.D. Va. Aug. 5, 2015); In re Health Diagnostic Lab., Inc., No. 15-32919 (Bankr. E.D. Va. June 9, 2015); In re Patriot Coal Co., No. 15-32450 (Bankr. E.D. Va. May 14, 2015).

Notice

24. Notice of this Application has been given to: (a) the Bankruptcy Administrator; (b) the parties on the list of 20 law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and (c) counsel to the Debtors' non-debtor affiliates, New Trane Technologies and New Trane. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

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

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

Dated: June 18, 2020
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.
C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net

-and-

Brad B. Erens (IL Bar No. 06206864)
Mark A. Cody (IL Bar No. 6236871)
Caitlin K. Cahow (IL Bar No. 6317676)
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
E-mail: bberens@jonesday.com
macody@jonesday.com
ccahow@jonesday.com
(Admissions *pro hac vice* pending)

-and-

Gregory M. Gordon (TX Bar No. 08435300)
JONES DAY
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100
E-mail: gmgordon@jonesday.com
(Admission *pro hac vice* pending)

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

Exhibit A

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 1st day of May 2020, between Murray Boiler LLC and Aldrich Pump LLC (the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case or cases.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure which includes a 10% discount off of KCC's standard hourly rates. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates annually; provided, however, KCC will give thirty (30) days written notice to the Company prior to any such increase. The Company reserves the right to challenge the reasonableness of such increase.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices for claims and noticing services to the Company monthly and the Company agrees that the amount invoiced is due and payable in the ordinary course of business. In the event KCC provides additional services, including, without limitation, claims management and reconciliation, plan solicitation, balloting, disbursements and other services as agreed upon with the Company, the invoices for such services will be processed for payment on the next pay date 75 days after the invoice date. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable as provided above in this paragraph II.E. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Fees and charges for printing and mailing may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. In the event that the Company files for protection pursuant to chapter 11 of the Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be



KCC AGREEMENT FOR SERVICES

paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. KCC holds a retainer in the amount of \$60,000 (the "Retainer"). To the extent permitted by applicable law, KCC will hold the Retainer as security for the Company's payment obligations under the Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency



KCC AGREEMENT FOR SERVICES

or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence, willful misconduct, bad faith or fraud of KCC that causes harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for claims and noticing services for more than sixty (60) days from the date of invoice, (iii) the failure of the Company to pay KCC invoices for the additional services noted in paragraph II.E for more than ninety (90) days from the date of invoice, or (iv) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case or cases.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the “Indemnified Parties”) harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) but excluding indirect, special or consequential damages (collectively, “Losses”) resulting from, arising out of or related to KCC’s performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC’s gross negligence, willful misconduct, bad faith or fraud. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company’s indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

IX. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC’s reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.



KCC AGREEMENT FOR SERVICES

X. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XI. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Aldrich Pump LLC and Murray Boiler LLC
800-E Beaty Street
Davidson, NC 28036
Attn: Allan Tananbaum, Esq., Chief Legal
Officer
Email:
ATANANBAUM@tranetechnologies.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIII. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.



KCC AGREEMENT FOR SERVICES

XIV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: Evan Gershbein DATE: 5/4/20
TITLE: EVP, Corporate Restructuring Services

Murray Boiler LLC and Aldrich Pump LLC


BY: Allan Tananbaum DATE: 4 May 2020
TITLE: Chief Legal Officer

Exhibit B

Agent Declaration

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**DECLARATION OF ROBERT JORDAN IN SUPPORT OF APPLICATION
OF THE DEBTORS FOR AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, AND BALLOT AGENT**

I, Robert Jordan, under penalty of perjury, declare as follows:

1. I am a Senior Managing Director of Corporate Restructuring Services at Kurtzman Carson Consultants LLC ("KCC"), a company specializing in the administration of large bankruptcy cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of the *Application of the Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Ballot Agent* (the "Application").²

3. KCC specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing,

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

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

claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms to all of the Court's procedures, 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 requirements of any Court orders.

4. KCC has provided administrative services regarding noticing, claims management, and reconciliation to the Debtors and certain of their non-debtor affiliates since approximately April 2, 2020.

5. Over the course of its representation of the Debtors, Old IRNJ, and Old Trane, KCC has become familiar with various matters relevant to the Debtors' administration, including relating to noticing and claims management. As a result, the employment of KCC will enable the Debtors to avoid the unnecessary expense that would result from having another claims, noticing, and ballot agent familiarize itself with those matters. Furthermore, as a specialist in claims management and legal administration services, KCC provides comprehensive services in chapter 11 cases. KCC has substantial experience in matters of all sizes and levels of complexity. See, e.g., In re Art Van Furniture, LLC, No. 20-10553 (CSS) (Bankr. D. Del. Mar. 8, 2020); In re Melinta Therapeutics, Inc., No. 19-12748 (LSS) (Bankr. D. Del. Dec. 27, 2019); In re Celadon Grp., Inc., No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); In re HRI Holding Corp., No. 19-12415 (MFW) (Bankr. D. Del. Nov. 14, 2019); In re Highland Capital Management, L.P., No. 19-12239 (CSS) (Bankr. D. Del. Oct. 16, 2019); In re Bayou Steel BD Holdings, L.L.C., No. 19-12153 (KBO) (Bankr. D. Del. Oct. 1, 2019); In re Perkins & Marie Callender's, LLC, No. 19-11743 (KG) (Bankr. D. Del. Aug. 5, 2019); In re

Emerge Energy Services LP, No. 19-11563 (KBO) (Bankr. D. Del. Jul. 15, 2019); In re Fuse, LLC, No. 19-10872 (KG) (Bankr. D. Del. Apr. 22, 2019); In re Achaogen, Inc., No. 19-10844 (BLS) (Bankr. D. Del. Apr. 15, 2019); In re Southcross Energy Partners, L.P., No. 19-10702 (MFW) (Bankr. D. Del. Apr. 1, 2019); In re Novum Pharma, LLC, No. 19-10209 (BLS) (Bankr. D. Del. Feb. 3, 2019); In re AE Bicycle Liquidation, Inc., No. 18-80856 (BAK) (Bankr. M.D.N.C. Nov. 16, 2018); In re Egalet Corp., No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); In re Welded Construction, L.P., No. 18-12378 (CSS) (Bankr. D. Del. Oct. 22, 2018); In re ATD Corp., No. 18-12221 (KJC) (Bankr. D. Del. Oct. 4, 2018); In re RM Holdco LLC, No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); In re Heritage Home Grp. LLC, No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); In re Tintri, Inc., No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); In re The Walking Company Holdings, Inc., No. 18-10474 (LSS) (Bankr. D. Del. Mar. 6, 2018); In re VER Techs. Holdco LLC, No. 18-10834 (KG) (Bankr. D. Del. Apr. 5, 2018); In re Rand Logistics, Inc., No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); In re ExGen Tex. Power, LLC, No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); In re TerraVia Holdings, Inc., No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); In re Prospector Offshore Drilling S.à r.l., No. 17-11572 (CSS) (Bankr. D. Del. July 20, 2017); In re Keystone Tube Co., LLC (A.M. Castle & Co.), No. 17-11330 (LSS) (Bankr. D. Del. June 18, 2017).

6. The Debtors seek to engage KCC to provide certain noticing, claims processing, and ballot administration services, as set forth in the Application. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), KCC will perform, at the request of the Clerk's Office, the services specified in the Application and the Services Agreement and, at the Debtors' request, any related administrative, technical, and support services, as specified in the Application and the Services Agreement.

7. Prior to the Petition Date, on or about April 7, 2020, Old IRNJ provided KCC with a retainer totaling \$60,000 for services rendered or to be rendered, and for reimbursement of expenses (the "Retainer"). The Debtors provided KCC with an additional payment of \$35,000 to replenish the Retainer to its original amount prior to the Petition Date. KCC seeks to hold the Retainer under the Services Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

8. KCC's fees will be charged to the Debtors in accordance with the terms of the Services Agreement, as they may be adjusted on a yearly basis consistent with the Services Agreement. KCC also will seek reimbursement of expenses in accordance with the terms of the Services Agreement. The proposed compensation arrangement is consistent with, and typical of, arrangements of KCC and its competitor firms to provide claims, noticing, and ballot agent services in large chapter 11 cases.

9. KCC requests that the Debtors pay its fees and expenses as administrative expenses in accordance with the terms of the Services Agreement and as set forth in the Application. KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and to serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the Bankruptcy Administrator. If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may request a resolution from the Court.

KCC's Disinterestedness

10. KCC represents, among other things, the following:
- (a) KCC is not a creditor of the Debtors;

- (b) KCC 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, with respect to the matters upon which it is engaged;
- (c) in its capacity as Agent in these Chapter 11 Cases, KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent in these Chapter 11 Cases;
- (d) in its capacity as Agent in these Chapter 11 Cases, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtors in connection with its work as Agent in these Chapter 11 Cases;
- (f) in its capacity as Agent in these Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;
- (g) in its capacity as Agent in these Chapter 11 Cases, KCC shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- (h) in its capacity as Agent in these Chapter 11 Cases, KCC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the services provided by KCC as Agent in these Chapter 11 Cases shall be at the expense of the Clerk's Office.

11. Although the Debtors do not propose to retain KCC under section 327 of the Bankruptcy Code, I caused to be submitted for review by our conflicts system the names of certain material creditors and parties in interest in these Chapter 11 Cases identified by the Debtors (the "Potential Parties in Interest").³ The list of Potential Parties in Interest was provided by the Debtors through counsel and included individuals or institutions in the following categories: (a) the Debtors; (b) the Debtors' equity owners; (c) the Debtors' non-debtor subsidiaries; (d) other non-debtor affiliates of the Debtors; (e) managers and officers of the

³ The list of Potential Parties in Interest is attached as Schedule 1 to this Exhibit B.

Debtors; (f) major current business affiliations of the Debtors' current managers; (g) depository and disbursement banks of the Debtors; (h) parties to material contracts with the Debtors; (i) the Debtors' retained professionals; (j) the Debtors' significant ordinary course professionals, consultants, and service providers; (k) known professionals for certain non-debtor parties in interest; (l) contractually indemnified parties of the Debtors; (m) major suppliers of goods and services to the Debtors; (n) law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and (o) insurance companies with material insurance policies. We also have considered publicly available information identifying (a) attorneys and employees for the Bankruptcy Administrator's office and (b) bankruptcy judges for the United States Bankruptcy Court for the Western District of North Carolina.

12. The results of the conflict check of the Potential Parties in Interest were compiled and reviewed by KCC's professionals under my supervision. This conflict check has disclosed that, to the best of my present knowledge, KCC has not in the past and is not currently providing services to any of the Potential Parties in Interest. Nonetheless, KCC has identified certain creditors appearing on the list of Potential Parties in Interest with which KCC may have a relationship in connection with cases in which KCC serves or has served in a neutral capacity as claims, noticing, and ballot agent for another chapter 11 debtor or as a class action settlement administrator. KCC has not in the past, and is not currently, assisting any of those creditors.

13. Certain of KCC's professionals were formerly employed by firms that may be creditors or may provide professional services to parties in interest in this case. These professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when

these Chapter 11 Cases were filed. KCC will not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy proceedings.

14. Notwithstanding anything contained herein, as part of its diverse business, KCC is the claims, noticing, and ballot agent for debtors in numerous cases involving many different creditors (including taxing authorities) and professionals, including attorneys, accountants, investment bankers, and financial consultants, some of which may be creditors or may represent creditors and parties in interest in these Chapter 11 Cases. In addition, KCC has in the past and will likely in the future continue to work with or against other professionals involved in these Chapter 11 Cases in matters unrelated to these Chapter 11 Cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to the interests of the Debtors, the Debtors' creditors, or the Debtors' estates with respect to the matter upon which KCC is to be engaged.

15. Further, KCC and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms, and financial advisors. Such firms engaged by KCC or its personnel may appear in these Chapter 11 Cases representing the Debtors or parties in interest. However, to the best of my knowledge, all engagements where such firms represent KCC or its personnel in their individual capacities are of a personal nature and completely unrelated to these Chapter 11 Cases.

16. KCC is an indirect subsidiary of Computershare Limited ("Computershare"). Computershare is a financial services and technologies provider for the global securities industry, including providing administrative transfer agent services such as maintaining records of shareholdings and share transfers. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that

Computershare and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

Computershare is the transfer agent for Trane Technologies plc, which is a non-debtor affiliate of the Debtors.

17. From time to time, KCC employees may personally directly acquire debt or equity securities of a company, including, potentially, debt of a non-debtor affiliate of the Debtors. KCC has a policy prohibiting its employees from using confidential information that may come to their attention in the course of their work. In this regard, all KCC employees are barred from trading in debt or equity securities with respect to which they possess confidential information.

18. Thus, at this time, to the best of my knowledge and as set forth in further detail herein, I am not aware of any relationship that would present a disqualifying conflict of interest with respect to these Chapter 11 Cases. Further, to the best of my knowledge, based upon the information provided to me by the Debtors, except as provided herein, neither KCC nor any of its professionals, represents any interest materially adverse to the Debtors, their estates, their creditors, or other relevant parties.

19. Based upon the information available to me, I believe that KCC 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 KCC and its personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers, or employees of the Debtors; and (c) do not have an interest materially adverse to the interests of the Debtors' estates 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. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental declaration.

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

Dated: June 18, 2020
New York, New York

By: /s/ Robert Jordan
Robert Jordan
Kurtzman Carson Consultants LLC

Schedule 1

Potential Parties in Interest

Potentially Interested Parties

Aldrich Pump LLC, et al.

Interested Parties

Debtors

Aldrich Pump LLC
Murray Boiler LLC

Direct Equity Owner of Debtors

Murray Boiler Holdings LLC
Trane Technologies Holdco, Inc.

Debtors' Direct Non-Debtor Subsidiaries

200 Park, Inc.
ClimateLabs LLC

Other Non-Debtor Affiliates

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

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

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

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

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

Managers and Officers of the Debtors

Marc Dufour
Ray Pittard

Amy Roeder
Allan Tananbaum
Manlio Valdes
Robert Zafari

Major Current Business Affiliations of Debtors' Managers

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

Depository and Disbursement Banks

JP Morgan Chase

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

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

Debtors' Retained Professionals and Claims Agent

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

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

Adler Cohen Harvey Wakeman & Guekguezian LLP
Belin McCormick PC
Cardno Chemrisk
Christopher Shea Goodwin, Attorney at Law LLLC

Courington Kiefer & Sommers LLC
Dentons Bingham Greenebaum LLP
Foley & Lardner LLP
Fox Rothschild LLP
Frantz McConnell and Seymour LLP
Frilot LLC
Gordon Rees Scully Mansukhani, LLP
Kemp Smith LLP
Kenny Shelton Liptak and Nowak LLP
Kitch, Drutchas, Wagner, Valitutti & Sherbrook

Kuchler Polk Weiner, LLC
Law Offices of Timothy Clark, P.A.
Litchfield Cavo LLP
Maron Marvel Bradley Anderson & Tardy LLC

Marshall Dennehey Warner Coleman and Goggin
McAfee & Taft
Meagher & Geer P.L.L.P.
Nelson Mullins Riley and Scarborough LLP
Parker Poe Adams & Bernstein LLP
Parsons Behle
Pascarella Divita PLLC
Prindle Goetz Barnes & Reinholtz
Rasmussen, Dickey & Moore LLC
Snell & Wilmer LLP
Spotts Fain, PC
The Roberts Litigation Group
Tucker Ellis LLP
Ugrin Alexander Zadick PC
Verrill Dana LLP

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP

Contractually Indemnified Parties

Ansaldo S.p.A.

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

Major Suppliers of Goods and Services

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

Law Firms with Significant Representations of Asbestos Claimants

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

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

Material Insurers

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

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

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

Bankruptcy Judges for the Western District of North Carolina

Judge George Hodges
Judge J. Craig Whitley
Judge Laura T. Beyer

Exhibit C

Proposed Order

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Jointly Administered)

**ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS LLC AS CLAIMS, NOTICING, AND BALLOT AGENT**

This matter coming before the Court on the *Application of the Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Ballot Agent* (the "Application"),² filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Application and the terms set forth in the Services Agreement attached to the Application as Exhibit A; the Court having reviewed the Agent Declaration and the First Day Declarations; the Court having considered the statements of counsel with respect to the Application at a hearing

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

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

before the Court (the "Hearing"); 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), and (d) notice of the Application and the Hearing was sufficient under the circumstances and no other or further notice is required; it appearing that receiving, docketing, and maintaining proofs of claim would be unduly time consuming and burdensome for the Clerk's Office; the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim and related claims, noticing, and ballot services; the Court being satisfied that KCC does not hold an interest adverse to the Debtors or their estates respecting the matters upon which it is to be engaged; it appearing that the employment of KCC as claims, noticing, and ballot agent is in the best interests of the Debtors, their estates, and parties in interest; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ KCC as their Agent in these Chapter 11 Cases, in accordance with 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2002, on the terms and conditions set forth in the Application and the Services Agreement, as of the Petition Date.
3. KCC, as the Agent, is directed to perform noticing and balloting services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these cases (if any), and all related tasks, all as described in the Application.

4. KCC is authorized to and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim (if necessary).

5. The Debtors are authorized to compensate KCC in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

6. KCC shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred and serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the Bankruptcy Administrator.

7. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

8. KCC may hold the Retainer until the termination of the Services Agreement, as security for the Debtors' payment obligations under the Services Agreement.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

10. The Debtors shall indemnify KCC under the terms of the Services Agreement, as modified pursuant to this Order.

11. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided

under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are separately approved by the Court.

12. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that: (a) involves (i) circumstances resulting solely from KCC's gross negligence, willful misconduct, fraud, or bad faith or (ii) indirect, special, or consequential damages; (b) is for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) is settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

13. If KCC is unable to provide the services set out in this Order, KCC will immediately notify the Clerk's Office and the Debtors' attorneys and, upon approval of the Court, cause all original proofs of claim and computer information to be turned over to another claims, noticing, and ballot agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

14. Except as ordered by the Court pursuant to section 107 of the Bankruptcy Code, all papers, dockets, or other material filed in this case with KCC shall be deemed public records open to examination by any entity at reasonable times without charge. KCC may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

15. KCC shall not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

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

18. The Debtors and KCC are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

19. The 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