

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

Chapter 11  
Case No. 20-\_\_\_\_ (\_\_\_)  
(Joint Administration Requested)

**MOTION OF THE DEBTORS FOR AN ORDER: (I) APPROVING THE CONTINUED USE OF THEIR BANK ACCOUNTS, CASH MANAGEMENT SYSTEM, AND BUSINESS FORMS; (II) GRANTING A WAIVER OF THE REQUIREMENTS OF SECTION 345(b) OF THE BANKRUPTCY CODE; AND (III) AUTHORIZING THE DEBTORS' BANKS TO CHARGE CERTAIN FEES AND OTHER AMOUNTS**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order (a) approving the continued use of their bank accounts, cash management system, and business forms; (b) granting a waiver of the requirements of section 345(b) of title 11 of the United States Code (the "Bankruptcy Code"); and (c) authorizing the Debtors' banks to charge certain fees and other amounts. In support of this Motion, 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 the Bankruptcy Code.

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



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 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 sections 345 and 363(c)(1) of the Bankruptcy Code, the Debtors hereby seek the entry of an order, substantially in the form attached hereto as Exhibit E:

- (a) approving the Debtors' continued use of their (i) current cash management system (including cash pooling arrangements), (ii) existing bank accounts (collectively, the "Bank Accounts"), and (iii) existing business forms;
- (b) authorizing the Debtors to open and close bank accounts, as necessary or appropriate;

- (c) granting the Debtors a waiver of the requirements of section 345(b) of the Bankruptcy Code to the extent that the funds maintained in the Bank Accounts exceed the amount insured by the Federal Deposit Insurance Corporation (the "FDIC") or the Federal Savings & Loan Insurance Corporation (the "FSLIC"), as applicable; and
- (d) authorizing, but not directing, banks participating (or that may participate) in the Debtors' cash management system during these Chapter 11 Cases (collectively, the "Banks") to honor certain transfers, provided that sufficient funds are available in the applicable accounts to cover such transfers, and charge Bank Fees (as defined below).

### **Facts Relevant to This Motion**

#### ***The Debtors' Bank Accounts***

6. In the ordinary course of business, the Debtors maintain three Bank Accounts at JP Morgan Chase Bank ("JP Morgan Chase"). Each of the Bank Accounts is insured by the FDIC. A schedule of the Bank Accounts (the "Bank Account Schedule") is attached hereto as Exhibit A and incorporated herein by reference.

#### ***The Funding Agreements***

7. As further described in the Pittard Declaration, (a) Debtor Aldrich is party to a funding agreement (the "Trane Technologies Funding Agreement"), with its non-debtor affiliate Trane Technologies Company LLC ("New Trane Technologies") and (b) Debtor Murray is party to a funding agreement (the "Trane Funding Agreement" and, together with the Trane Technologies Funding Agreement, the "Funding Agreements")<sup>2</sup> with its non-debtor affiliate Trane U.S. Inc. ("New Trane"). Under the Funding Agreements, the Debtors, as payees, receive cash funding from New Trane Technologies and New Trane (as applicable), as payors.

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<sup>2</sup> Copies of the Funding Agreements are attached as Annex 2 to the Pittard Declaration. The summary of the Funding Agreements herein is provided for the convenience of the Court and parties in interest and is qualified in its entirety by the terms of the Funding Agreements. In the event of any inconsistency between the description herein and the Funding Agreements, the Funding Agreements shall govern in all respects.

8. The Funding Agreements are not loan agreements. Instead, without any corresponding repayment obligation by the Debtors, they require New Trane Technologies and New Trane (as applicable) to provide funding to pay for the costs and expenses of the Debtors incurred during the pendency of these Chapter 11 Cases, including the costs of administering these cases and any and all other costs and expenses of the Debtors incurred in the normal course of their businesses.<sup>3</sup> Generally, under the Funding Agreements, New Trane Technologies and New Trane are obligated to fund the Debtors' day-to-day costs and expenses upon request to the extent that cash distributions received by the Debtors from their operating subsidiaries are insufficient to pay these costs and expenses. See Funding Agreements at 5-6 (definition of "Permitted Funding Use"), § 2 (Funding Obligations and Procedures).

9. Upon a proper funding request under the Funding Agreements, New Trane Technologies and New Trane wire the requested funds into the applicable designated "Funding Account." See Funding Agreements at § 2(c).

### ***Cash Pooling Agreements***

10. 200 Park, Inc. ("200 Park") is a wholly-owned subsidiary of Debtor Aldrich that manufactures chillers for commercial HVAC and process cooling applications. Aldrich and 200 Park are parties to a cash pooling agreement (the "Aldrich Cash Pooling Agreement") to assist in the management of their cash. ClimateLabs LLC ("ClimateLabs" and, together with 200 Park, the "Non-Debtor Subsidiaries") is a wholly-owned subsidiary of Debtor Murray that provides laboratory testing, analysis, and reporting services. Murray and ClimateLabs are parties to a cash pooling agreement (the "Murray Cash Pooling Agreement" and

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<sup>3</sup> In addition, and also without any corresponding repayment obligation by the Debtors, the Funding Agreements require New Trane Technologies and New Trane (as applicable) to provide the funding for a section 524(g) asbestos trust in the amount required by a confirmed plan of reorganization for the Debtors, but only to the extent that cash distributions from the Debtors' operating subsidiaries and the Debtors' other assets are insufficient to provide the requisite trust funding. See Funding Agreements at 6, § 2.

together with the Aldrich Cash Pooling Agreement, the "Cash Pooling Agreements")<sup>4</sup> to assist in the management of their cash. In particular, each of the Cash Pooling Agreements provides for the pooling of funds belonging to either (a) Aldrich and 200 Park or (b) Murray and ClimateLabs, to maximize the efficiencies of a coordinated cash management system. These funds are maintained and managed by each respective Debtor.

11. Despite the transfer of 200 Park's and ClimateLabs' cash into the Debtors' respective Bank Accounts in the ordinary course of business as further described below (the "Transferred Cash"), 200 Park or ClimateLabs continues to hold title to, is the beneficial owner of and is entitled to all of its respective Transferred Cash. See Cash Pooling Agreements at § 1(d). The Debtors maintain strict records of all of the Transferred Cash and interest earned thereon less any withdrawals or disbursements (the "Cash Balance") under the terms of the Cash Pooling Agreements. Id. at § 1(d), Schedule I. The Cash Balance at all times remains the property of either 200 Park or ClimateLabs (as applicable) and is not property of the Debtors' chapter 11 estates.

### ***Cash Management System***

12. Consistent with the Cash Pooling Agreements and the Funding Agreements, the Debtors have established the following process to manage cash through the Bank Accounts (the "Cash Management System")<sup>5</sup>:

- Debtor Operating Accounts. As identified in the Bank Account Schedule and, as further described below, each of the Debtors holds a Bank Account at JP Morgan Chase, (the "Aldrich Operating Account" and the "Murray Operating Account,"

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<sup>4</sup> Copies of the Aldrich Cash Pooling Agreement and Murray Cash Pooling Agreement are attached hereto as Exhibit B and Exhibit C, respectively. The summary of the Cash Pooling Agreements herein is provided for the convenience of the Court and parties in interest and is qualified in its entirety by the terms of the Cash Pooling Agreements. In the event of any inconsistency between the description herein and the Cash Pooling Agreements, the Cash Pooling Agreements shall govern in all respects.

<sup>5</sup> A flow chart summarizing the Cash Management System is attached hereto as Exhibit D.

respectively, and together, the "Operating Accounts"), which serves as both concentration and disbursement account for such Debtor. Each Operating Account is managed by the applicable Debtor.

- All payments and other funds that are received by the Debtors are deposited into the Operating Accounts, including (a) cash from New Trane Technologies or New Trane under the Funding Agreements and (b) Transferred Cash from 200 Park or ClimateLabs under the Cash Pooling Agreements.
- Each Operating Account serves as the Funding Account under the applicable Funding Agreement. Consistent with those agreements, (a) Aldrich is expected to maintain at least \$12 million and (b) Murray is expected to maintain at least \$5 million of cash in its respective Operating Account at all times.
- Disbursements from the Operating Accounts are made by check drawn on such accounts or ACH electronic transfers of cash.
- Non-Debtor Subsidiary Operating Accounts. Each of the Non-Debtor Subsidiaries maintains its own operating account at JP Morgan Chase (together, the "Non-Debtor Subsidiary Operating Accounts"), which serves as both concentration and disbursement account for such Non-Debtor Subsidiary.
  - Each of the Non-Debtor Subsidiaries regularly monitors its respective Non-Debtor Subsidiary Operating Account. When a Non-Debtor Subsidiary determines that it has excess cash available in its Non-Debtor Subsidiary Operating Account or from any other source, the Non-Debtor Subsidiary transfers, or causes to be transferred, such excess cash to the applicable Debtor as Transferred Cash under Section 1(a)(i) of the relevant Cash Pooling Agreement to be held and treated consistent with the terms thereof.
  - If a Non-Debtor Subsidiary wishes to withdraw all or a portion of its Cash Balance or for the applicable Debtor to disburse all or a portion of the Cash Balance to a third party on behalf of the Non-Debtor Subsidiary, the Non-Debtor Subsidiary makes a request for such withdrawal or disbursement to the applicable Debtor under Section 2(a) of the Cash Pooling Agreements and the requested cash is

transferred from the applicable Debtor Operating Account to the intended recipient.

- To the extent that a Non-Debtor Subsidiary determines it will not require subsequent withdrawal or disbursement of excess cash, the Non-Debtor Subsidiary may distribute such excess cash to the applicable Debtor as a dividend to be used by such Debtor as needed in its discretion.<sup>6</sup>
- Consistent with Section 1(d) of the Cash Pooling Agreements, strict records are maintained of all of the foregoing transfers and the Cash Balance in the Operating Accounts.
- All amounts in the Operating Accounts are held in U.S. dollars.
- Dormant Account.
  - In addition to the Aldrich Operating Account, Aldrich maintains one dormant bank account at JP Morgan Chase (the "PACE Disbursement Account"). Prior to the Petition Date, the Debtors' used the PACE Disbursement Account to make asbestos-related disbursements including payments to plaintiffs' counsel for settlements of asbestos claims. The balance of the PACE Disbursement Account is less than \$3 million. The Debtors intend to transfer funds remaining in the PACE Disbursement Account to the applicable Operating Account.<sup>7</sup>

### Argument

#### ***Continued Use of the Bank Accounts, Cash Management System, and Business Forms Is Warranted***

13. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a

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<sup>6</sup> Under the Cash Pooling Agreements, "Transferred Cash" is distinct from any actual cash distributions (i.e., dividends) from the Non-Debtor Subsidiaries to the Debtors. Such cash distributions become the Debtors' cash and are not held for the benefit of 200 Park or ClimateLabs. See Cash Pooling Agreements at § 1(b) ("[T]he Cash Balance shall not include cash or other property transferred to Transferee as a payment pursuant to an obligation set forth in other agreements or as a dividend or distribution.").

<sup>7</sup> Prior to the Petition Date, the PACE Disbursement Account was funded by transfers of the Debtors' cash from the Operating Accounts on an as-needed basis and in accordance with the terms of an agreement between the Debtors governing asbestos-related claim administration services provided by PACE.

hearing." 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) of the Bankruptcy Code is to provide a debtor in possession with the flexibility to engage in those transactions that make up the bulk of its day-to-day operations without incurring the excessive monitoring costs that would result from the need to provide notice of, and obtain approval for, such ordinary course activities. See, e.g., In re Roth Am., Inc., 975 F.2d 949, 952 (3d Cir. 1992); United States ex rel. Harrison v. Estate of Deutscher (In re H & S Transp. Co.), 115 B.R. 592, 599 (M.D. Tenn. 1990).

14. Within the purview of section 363(c) of the Bankruptcy Code, a debtor in possession is authorized to continue the "routine transactions" associated with its cash management system. Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.), 75 F.3d 1447, 1453 (10th Cir. 1996); see also Bowers v. Atlanta Motor Speedway, Inc. (In re Se. Hotel Props. Ltd. P'ship), 99 F.3d 151, 153 n.3 (4th Cir. 1996) ("[A] post-petition transfer effected by a debtor-in-possession that occurs in the ordinary course of the debtor's business is authorized under §§ 1107 and 1108...."); Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne), 114 F.3d 379, 384 (2d Cir. 1997) ("The term 'ordinary course of business' generally has been accepted 'to embrace the reasonable expectations of interested parties of the nature of transactions that the debtor would likely enter in the course of its normal, daily business.'" (citations omitted)).

#### Bank Accounts

15. Notwithstanding section 363(c) of the Bankruptcy Code, the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules") provide for the entry of operating orders by the Court in chapter 11 cases that, among other things, set forth operating guidelines for debtors in possession, which may, among other things, require the Debtors to alter their Bank Accounts.

See Local Bankruptcy Rule 4002-1(d)(1) (providing for the routine entry of chapter 11 operating orders by the Court).

16. Such guidelines may include, among other things, requirements for a debtor to (a) close all bank accounts and open new debtor in possession accounts; (b) maintain separate debtor in possession accounts for cash collateral and postpetition taxes; and (c) include the designation "debtor in possession," a reference to its bankruptcy case number and the type of account on its business forms, including checks. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 31, 2020) (Agreed Chapter 11 Operating Order, recognizing that the debtor's use of bank accounts was subject to the first day order of the Court); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 13, 2017) (Chapter 11 Operating Order, same); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 3, 2016) (Chapter 11 Operating Order, which was entered prior to entry of an order authorizing the debtor to maintain prepetition bank accounts and business forms, noting that debtor's bank accounts "should have been closed"); In re Garlock Sealing Techs., LLC, No. 10-31607 (JCW) (Bankr. W.D.N.C. June 8, 2010) (Chapter 11 Operating Order, same).

17. As a practical matter, it would be disruptive, administratively burdensome and unnecessary to require the Debtors to close their existing Bank Accounts and open new debtor in possession bank accounts. The Debtors' use of the Bank Accounts constitutes an ordinary course and appropriate business practice of the Debtors. Moreover, authorizing the Debtors to continue to use their Bank Accounts will assist the Debtors in accomplishing a smooth transition to operating as debtors in possession. Accordingly, the Debtors seek authority to continue to use their Bank Accounts in the ordinary course of their business.

18. The Debtors further seek authority to open and close bank accounts as they deem necessary. The Debtors request that JP Morgan Chase and any other Bank be authorized to honor the Debtors' requests to open or close any bank accounts, provided, however, that any new domestic account is established at a bank that is insured with the FDIC or the FSLIC and is organized under the laws of the United States or any State therein. Moreover, prior to opening or closing a bank account, the Debtors will provide notice to (a) the United States Bankruptcy Administrator for the Western District of North Carolina (the "Bankruptcy Administrator"), (b) the official committee of asbestos claimants appointed in these Chapter 11 Cases, and (c) the future claimants' representative appointed in these Chapter 11 Cases.

19. Bankruptcy courts routinely permit chapter 11 debtors to maintain their bank accounts, generally treating requests for such relief as a relatively "simple matter." In re Baldwin-United Corp., 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987); see also In re Columbia Gas Sys., 997 F.2d 1039, 1061 (3d Cir. 1993) (recognizing that a requirement to maintain all accounts separately "would be a huge administrative burden and economically inefficient"); Charter Co. v. Prudential Ins. Co. of Am. (In re Charter Co.), 778 F.2d 617, 621 (11th Cir. 1985) (holding that allowing the debtors to use their prepetition "routine cash management system" was entirely consistent with applicable provisions of the Bankruptcy Code).

20. Authority to continue the use of bank accounts has been granted in other bankruptcy cases in this District. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 29, 2020) (the "DBMP Order"); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 8, 2017) (the "Bestwall Order"); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 7, 2016) (the "Kaiser Gypsum Order"); In re

Garlock Sealing Techs., LLC, No. 10-31607 (JCW) (Bankr. W.D.N.C. June 8, 2010) (the "Garlock Order").

21. To protect against the possible inadvertent payment of prepetition claims, the Debtors will advise the Banks not to honor checks issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and directed by the Debtors. The Debtors, moreover, have the capacity to draw the necessary distinctions between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones.

Cash Management System

22. The Debtors similarly seek authority to maintain their ordinary course process for collecting, holding, and disbursing cash through their Cash Management System and to perform under the terms of the Cash Pooling Agreements.

23. Cash management systems similar to that of the Debtors, and related agreements like the Cash Pooling Agreements, are routinely implemented to consolidate and manage cash flows and bank accounts among affiliates within a corporate enterprise. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 23, 2020) (motion describing a cash management system in which cash was consolidated from and distributed among affiliated entities in the debtor's enterprise; approved by the DBMP Order); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 2, 2017) (same; approved by the Bestwall Order); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Sept. 30, 2016) (same; approved by the Kaiser Gypsum Order); In re Garlock Sealing Techs., LLC, No. 10-31607 (JCW) (Bankr. W.D.N.C. June 5, 2010) (same; approved by the Garlock Order).

24. Not only is it ordinary course, the Cash Management System, as implemented consistent with the Cash Pooling Agreements, promotes the central management of cash assets of the Debtors and their subsidiaries. Among other things, it ensures adequate

liquidity among the Debtors' Bank Accounts and their subsidiaries' bank accounts and maximizes the efficiency of their financial management and accounting. The Debtors believe continued use of the Cash Management System, as well as their continued performance under the Cash Pooling Agreements, is in the best interest of the Debtors' estates and parties in interest and should be authorized by the Court.<sup>8</sup>

*Business Forms*

25. In the ordinary course of their businesses, the Debtors use checks and other business forms (collectively, and as they may be modified, the "Business Forms"). The Debtors request that they not be required to include the legend "D.I.P.," or any other debtor in possession designation, and the corresponding bankruptcy case number on their Business Forms. The Debtors respectfully submit that this relief is appropriate. The Debtors, as non-operating entities, have few business relationships, and the parties they conduct business with (such as law firms) are expected to be well aware of the Debtors' status as debtors in possession. As such, the alteration of the Debtors' checks and business forms to include the debtor in possession designation would be unnecessary. Further, this Court has allowed debtors to use their prepetition business forms and checks without the "D.I.P." label and corresponding bankruptcy case number in other large cases. See, e.g., DBMP Order, Bestwall Order; Kaiser Gypsum Order; Garlock Order.

***A Limited Waiver of the Requirements of Section 345 of the Bankruptcy Code Is Warranted***

26. Section 345 of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum

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<sup>8</sup> For the avoidance of doubt, this Motion does not seek to assume the Cash Pooling Agreements and the Debtors reserve all rights with respect to assumption or rejection of the Cash Pooling Agreements under section 365 of the Bankruptcy Code.

reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code requires the estate to obtain from the entity with which the money is deposited a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the Court for cause orders otherwise.<sup>9</sup>

27. In 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended section 345(b) of the Bankruptcy Code to provide that its strict investment requirements may be waived or modified if the Court so orders "for just cause." 140 Cong. Rec. H 10,752 (Oct. 4, 1994), 1994 WL 545773. In In re Service Merchandise Co., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999), the court identified a number of factors to be considered when determining whether cause exists to waive the requirements of section 345(b) of the Bankruptcy Code, including: (a) the sophistication of the debtor's business; (b) the bank ratings of the financial institutions where the debtor's funds are held; and (c) the benefit to the debtor of current practices. See Service Merch., 240 B.R. at 896.

28. The Bank Accounts are insured by the United States through the FDIC and are maintained at a large, well-known, and well-capitalized institution. Moreover, by this Motion, the Debtors seek to limit any new domestic accounts to accounts maintained at a bank that is insured with the FDIC or the FSLIC. The funds maintained in certain of the Bank

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<sup>9</sup> In the alternative, the estate may require the entity to deposit governmental securities pursuant to 31 U.S.C. § 9303. Section 9303 provides that when a person is required by law to give a surety bond, that person, in lieu of a surety bond, may instead provide an eligible obligation, designated by the Secretary of the Treasury, as an acceptable substitute for a surety bond.

Accounts or new accounts will exceed the \$250,000 limit of insurance coverage provided by the FDIC, but the Debtors submit that their cash is in safe institutions.

29. The Debtors submit that cause exists to justify a waiver of section 345(b) of the Bankruptcy Code in these cases to the extent that the funds maintained in the Bank Accounts or any other domestic accounts during these Chapter 11 Cases (collectively, the "Account Funds") exceed the amount insured by the FDIC or the FSLIC. JP Morgan Chase is an extremely stable and reliable institution, and the Debtors maintain that any other Banks will be of a similar status. It would impose an undue and unnecessary administrative burden on the Debtors to require the Debtors to open and maintain numerous new accounts with limited funds such that all Account Funds may be covered by FDIC insurance, or, alternatively, to maintain a bond for the value of the Account Funds. Thus, the Debtors request a waiver of the requirements of section 345 of the Bankruptcy Code, to the extent applicable.

***The Court Should Authorize the Banks to Charge Bank Fees and Certain Other Amounts***

30. The Debtors request authority for the Banks to charge, and the Debtors to pay or honor, both prepetition and postpetition service and other fees, costs, charges, and expenses to which the Banks may be entitled under the terms of and in accordance with their contractual arrangements with the Debtors (collectively, the "Bank Fees"). The Debtors also request that the Court authorize the Banks to charge back returned items to the Bank Accounts in the ordinary course of business.

31. The Debtors require this relief to minimize disruption to their Bank Accounts and to assist in accomplishing a smooth transition to, and operation in, chapter 11. Authority for debtors to pay bank fees and banks to charge back returned items has been

routinely granted in chapter 11 cases in this District. See, e.g., DBMP Order; Bestwall Order; Kaiser Gypsum Order; Garlock Order.

32. The Debtors also request that the Court authorize the Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date and provided that sufficient funds are available in the applicable accounts to cover such checks and fund transfers.

33. Pursuant to the relief requested in this Motion, the Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court, (b) the honoring of any prepetition check or item in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) an innocent mistake made despite implementation of reasonable item-handling procedures. Such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

**Waiver of Bankruptcy Rule 6004(h)**

34. The Debtors seek a waiver of any stay of the effectiveness of an Order approving this Motion under Bankruptcy Rule 6004(h), to the extent it applies. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Any delay in granting the relief requested herein likely would be disruptive to the Debtors and their subsidiaries, thereby causing harm to the Debtors' estates. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent that it applies.

**Notice**

35. Notice of this Motion has been provided 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; (c) counsel to New Trane Technologies and New Trane; (d) JP Morgan Chase; and (e) PACE. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**No Prior Request**

36. No prior request for the relief sought in this Motion 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 E, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: June 18, 2020  
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

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PROPOSED ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**Exhibit A**

Schedule of Bank Accounts

<b>Bank</b>	<b>Account Holder</b>	<b>Account Number<sup>1</sup></b>	<b>Account Type</b>
JP Morgan Chase Bank	Aldrich Pump LLC	9263	Operating Account
JP Morgan Chase Bank	Aldrich Pump LLC	1785	PACE Disbursement Account
JP Morgan Chase Bank	Murray Boiler LLC	9248	Operating Account

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<sup>1</sup> To alleviate security concerns, this column only contains the last four digits of the account numbers for each of the Bank Accounts.

**Exhibit B**

Aldrich Cash Pooling Agreement

## CASH POOLING AGREEMENT

This CASH POOLING AGREEMENT, dated as of May 1, 2020 (as it may be amended, restated, modified or supplemented from time to time, this “Agreement”), is between ALDRICH PUMP LLC, a North Carolina limited liability company (“Transferee”), and 200 PARK, INC., a South Carolina corporation and a wholly owned subsidiary of Transferee (“Transferor”). Transferee and Transferor are referred to herein collectively as the “Parties” and each individually as a “Party.”

### RECITALS

- A. Each Party receives and disburses cash in connection with its business operations.
- B. In order to realize the efficiencies of a coordinated cash system, the Parties desire that Transferor transfer cash to Transferee in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Cash Balance.

(a) Certain Terms. For purposes of this Agreement, (i) the term “Transferred Cash” shall mean any and all cash, in the aggregate, transferred by or on behalf of Transferor from whatever source, including Transferor’s bank account, to Transferee’s bank account pursuant to this Agreement; and (ii) the term “Cash Balance” shall mean the Transferred Cash, plus any returns thereon (as provided in Section 1(c) below) and less any withdrawals or disbursements thereof (as provided in Section 2 below).

(b) Payments and Distributions Not Included in Cash Balance. Notwithstanding anything contained in this Agreement to the contrary, the Cash Balance shall not include cash or other property transferred to Transferee as a payment pursuant to an obligation set forth in other agreements or as a dividend or distribution.

(c) Returns on Cash Balance. Each month, Transferee shall credit the Cash Balance a return in accordance with Schedule I attached hereto and made a part of this Agreement. Transferee may change such return if it provides Transferor prior notice of such at least five (5) business days prior to the effective date of such change. For the avoidance of doubt, the Parties acknowledge that Transferee shall credit the Cash Balance as set forth herein regardless of any profits or losses realized by Transferee in its use of the Transferred Cash.

(d) Transferor to Have Ownership of Cash Balance. Transferee may commingle the Cash Balance with its other funds, including, but not limited to, funds from payments pursuant to obligations set forth in other agreements or from dividends or distributions, but in all cases (i) Transferee shall hold the Cash Balance solely on Transferor’s behalf, (ii) Transferor shall hold title to, be the beneficial owner of and, as set forth herein, be entitled to the Cash Balance, and (iii) nothing in this Agreement shall create a lien or encumbrance on the Cash Balance on behalf of Transferee. Transferee shall maintain records of, and at all times account for, the Cash Balance.

(e) No Service Fees Payable to Transferee. Transferee shall not charge a fee for providing its services under this Agreement.

(f) Cash Balance Reconciliation Available on Request. Upon Transferor's request, Transferee shall promptly, and in any event within ten (10) business days, after Transferee's receipt of such request provide Transferor a written reconciliation of the Cash Balance. If Transferor does not object to such reconciliation within thirty (30) days after its receipt thereof, such reconciliation shall be deemed approved.

2. Disbursements from the Cash Balance.

(a) Requests for Disbursements. If Transferor wishes to withdraw all or a portion of the Cash Balance or for Transferee to disburse all or a portion of the Cash Balance to a third party on behalf of Transferor, Transferor shall provide Transferee, via email or other agreed delivery method, prior written notice requesting such withdrawal or disbursement in a form acceptable to Transferee (each, a "Transfer Notice"); provided, however, such withdrawals and/or disbursements may be made pursuant to standing instructions from Transferee and Transferor to the applicable bank for automatic transfers to and from the Parties' bank accounts. If a requested withdrawal or disbursement is in excess of the balance of the Cash Balance, Transferee may, at its option, comply with the request, causing the Cash Balance to become overdrawn. If Transferee complies with the request and the Cash Balance is overdrawn, Transferor shall promptly, and in any event within the thirty (30) days, after the disbursement or withdrawal transfer to Transferee an amount equal to or in excess of the overdrawn amount, plus interest at the Negative Balance Interest Rate set forth in Schedule I attached hereto and made a part of this Agreement.

(b) Disbursements. Within three (3) business days after its receipt of a Transfer Notice or a standing instruction, Transferee shall transfer the amount requested in such Transfer Notice to an account of Transferor or to an account of a third party, as designated by Transferor in the Transfer Notice or pursuant to the standing instruction.

(c) Assets to Be Maintained by Transferee. Unless otherwise agreed to by Transferor, Transferee shall maintain in its accounts, at all times, cash, or cash equivalent investments, and/or have access to sufficient liquidity, in an amount equal to or greater than the Cash Balance and shall ensure an amount equal to the Cash Balance is available within three (3) business days.

3. Term. Either Party may terminate this Agreement, for any or no reason, by providing the other Party at least ten (10) days prior written notice. Notwithstanding the foregoing: (a) either Party may immediately terminate this Agreement in the event of a material breach of this Agreement by the other Party, which breach is not cured within ten (10) days after written notice by the non-breaching Party; and (b) in the event Transferor is no longer a wholly owned subsidiary of Transferee, this Agreement will automatically terminate without notice and without any other action by either Party. Upon any termination of this Agreement, Transferee shall promptly deliver the Cash Balance to Transferor. Notwithstanding the foregoing, Transferee, to the extent permitted by law, may offset the Cash Balance to be so delivered against any outstanding obligation of Transferor owed to Transferee and provide a written accounting thereof to Transferor.

4. Indemnification. Transferee shall indemnify, defend and hold harmless Transferor against third-party claims caused by the negligence or willful misconduct of Transferee arising from its performance under this Agreement.

5. Performance. Neither Transferee nor Transferor shall be responsible for any failure to perform any of its respective obligations hereunder (a) if such performance would result in a breach of any applicable law or court order; or (b) if its performance is prevented, hindered or delayed by a Force Majeure Event (as defined below), in which case its obligations shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond control of the relevant Party, such as sabotage, pandemics, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection or war.

6. General.

(a) Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to the applicable Party, when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by e-mail with personal confirmation of transmission by the addressee, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as the applicable Party, may designate by notice to the other Party):

if to Transferee: Aldrich Pump LLC  
800-E Beaty Street  
Davidson, North Carolina 28036  
Attention: Amy Roeder, Chief Financial Officer  
and Treasurer  
Email: amy\_roeder@tranetechnologies.com

if to Transferor: 200 Park Inc.  
800-E Beaty Street  
Davidson, North Carolina 28036  
Attention: Manlio Valdes, President  
Email: manlio\_valdesjr@tranetechnologies.com

(b) Waiver of Breach. Failure to enforce any right or obligation by either Party with respect to any matter arising in connection with this Agreement will not constitute a waiver as to that matter or to any other matter. No waiver of any provision of this Agreement will be valid or enforceable unless in writing and signed by the Party against whom enforcement of the waiver is sought. The waiver of any provision of this Agreement at any time by either Party does not constitute a waiver of future compliance with such provision or a waiver of compliance with any other provision of this Agreement.

(c) Successors Bound. This Agreement will benefit and bind the Parties and their respective successors and permitted assigns.

(d) Assignment. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

(e) Invalidity. The invalidity or unenforceability of any provision of this Agreement, including Schedule I attached hereto, will not affect or impair the validity or enforceability of any other provision.

(f) Headings. All section headings are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement will be construed according to its fair meaning and not strictly for or against either Party.

(g) Governing Law. This Agreement and all disputes arising hereunder will be subject to, governed by and construed in accordance with the Laws of the State of North Carolina (without regard to conflicts of laws provisions).

(h) Entire Agreement. This Agreement, including Schedule I attached hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior understandings or agreements, written or oral, between them concerning such subject matter.

(i) Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by the Parties.

(j) Remedies not Exclusive. Each Party's rights and remedies under this Agreement are in addition to and not exclusive of any other right or remedy which such Party may have under any other agreement or at law or equity.

(k) Counterparts. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed signature page to this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**ALDRICH PUMP LLC**, a North Carolina limited liability company

By:   
\_\_\_\_\_  
Amy Roeder  
Chief Financial Officer and Treasurer

**200 PARK, INC.**, a South Carolina corporation

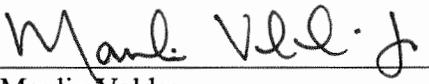
By: \_\_\_\_\_  
Manlio Valdes  
President

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**ALDRICH PUMP LLC**, a North Carolina limited liability company

By: \_\_\_\_\_  
Amy Roeder  
Chief Financial Officer and Treasurer

**200 PARK, INC.**, a South Carolina corporation

By:   
Manlio Valdes  
President

**SCHEDULE I**

<b>Transferor:</b>	200 PARK, INC.
<b>Effective Date:</b>	May 1, 2020
<b>Cash Balance Rate:</b>	The interest rate payable by the bank on funds contained in the bank account of Transferee specified below, or any successor bank account designated by Transferee (the " <u>Pooling Account</u> ")
<b>Cash Balance Rate Credit Calculation:</b>	Same as bank calculation for balance in the Pooling Account
<b>Date Cash Balance Rate accrual begins:</b>	Effective Date
<b>Compounding period:</b>	Same as compounding period used by bank with respect to the Pooling Account
<b>Negative Balance Interest Rate:</b>	Same as interest rate payable to bank on an overdraft related to the Pooling Account
<b>Initial Pooling Account:</b>	JP Morgan Chase Bank Account No. [REDACTED] 9263

**Exhibit C**

Murray Cash Pooling Agreement

## CASH POOLING AGREEMENT

This CASH POOLING AGREEMENT, dated as of May 1, 2020 (as it may be amended, restated, modified or supplemented from time to time, this “Agreement”), is between MURRAY BOILER LLC, a North Carolina limited liability company (“Transferee”), and CLIMATELABS LLC, a North Carolina limited liability company and a wholly owned subsidiary of Transferee (“Transferor”). Transferee and Transferor are referred to herein collectively as the “Parties” and each individually as a “Party.”

### RECITALS

- A. Each Party receives and disburses cash in connection with its business operations.
- B. In order to realize the efficiencies of a coordinated cash system, the Parties desire that Transferor transfer cash to Transferee in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Cash Balance.

(a) Certain Terms. For purposes of this Agreement, (i) the term “Transferred Cash” shall mean any and all cash, in the aggregate, transferred by or on behalf of Transferor from whatever source, including Transferor’s bank account, to Transferee’s bank account pursuant to this Agreement; and (ii) the term “Cash Balance” shall mean the Transferred Cash, plus any returns thereon (as provided in Section 1(c) below) and less any withdrawals or disbursements thereof (as provided in Section 2 below).

(b) Payments and Distributions Not Included in Cash Balance. Notwithstanding anything contained in this Agreement to the contrary, the Cash Balance shall not include cash or other property transferred to Transferee as a payment pursuant to an obligation set forth in other agreements or as a dividend or distribution.

(c) Returns on Cash Balance. Each month, Transferee shall credit the Cash Balance a return in accordance with Schedule I attached hereto and made a part of this Agreement. Transferee may change such return if it provides Transferor prior notice of such at least five (5) business days prior to the effective date of such change. For the avoidance of doubt, the Parties acknowledge that Transferee shall credit the Cash Balance as set forth herein regardless of any profits or losses realized by Transferee in its use of the Transferred Cash.

(d) Transferor to Have Ownership of Cash Balance. Transferee may commingle the Cash Balance with its other funds, including, but not limited to, funds from payments pursuant to obligations set forth in other agreements or from dividends or distributions, but in all cases (i) Transferee shall hold the Cash Balance solely on Transferor’s behalf, (ii) Transferor shall hold title to, be the beneficial owner of and, as set forth herein, be entitled to the Cash Balance, and (iii) nothing in this Agreement shall create a lien or encumbrance on the Cash Balance on behalf of Transferee. Transferee shall maintain records of, and at all times account for, the Cash Balance.

(e) No Service Fees Payable to Transferee. Transferee shall not charge a fee for providing its services under this Agreement.

(f) Cash Balance Reconciliation Available on Request. Upon Transferor's request, Transferee shall promptly, and in any event within ten (10) business days, after Transferee's receipt of such request provide Transferor a written reconciliation of the Cash Balance. If Transferor does not object to such reconciliation within thirty (30) days after its receipt thereof, such reconciliation shall be deemed approved.

2. Disbursements from the Cash Balance.

(a) Requests for Disbursements. If Transferor wishes to withdraw all or a portion of the Cash Balance or for Transferee to disburse all or a portion of the Cash Balance to a third party on behalf of Transferor, Transferor shall provide Transferee, via email or other agreed delivery method, prior written notice requesting such withdrawal or disbursement in a form acceptable to Transferee (each, a "Transfer Notice"); provided, however, such withdrawals and/or disbursements may be made pursuant to standing instructions from Transferee and Transferor to the applicable bank for automatic transfers to and from the Parties' bank accounts. If a requested withdrawal or disbursement is in excess of the balance of the Cash Balance, Transferee may, at its option, comply with the request, causing the Cash Balance to become overdrawn. If Transferee complies with the request and the Cash Balance is overdrawn, Transferor shall promptly, and in any event within the thirty (30) days, after the disbursement or withdrawal transfer to Transferee an amount equal to or in excess of the overdrawn amount, plus interest at the Negative Balance Interest Rate set forth in Schedule I attached hereto and made a part of this Agreement.

(b) Disbursements. Within three (3) business days after its receipt of a Transfer Notice or a standing instruction, Transferee shall transfer the amount requested in such Transfer Notice to an account of Transferor or to an account of a third party, as designated by Transferor in the Transfer Notice or pursuant to the standing instruction.

(c) Assets to Be Maintained by Transferee. Unless otherwise agreed to by Transferor, Transferee shall maintain in its accounts, at all times, cash, or cash equivalent investments, and/or have access to sufficient liquidity, in an amount equal to or greater than the Cash Balance and shall ensure an amount equal to the Cash Balance is available within three (3) business days.

3. Term. Either Party may terminate this Agreement, for any or no reason, by providing the other Party at least ten (10) days prior written notice. Notwithstanding the foregoing: (a) either Party may immediately terminate this Agreement in the event of a material breach of this Agreement by the other Party, which breach is not cured within ten (10) days after written notice by the non-breaching Party; and (b) in the event Transferor is no longer a wholly owned subsidiary of Transferee, this Agreement will automatically terminate without notice and without any other action by either Party. Upon any termination of this Agreement, Transferee shall promptly deliver the Cash Balance to Transferor. Notwithstanding the foregoing, Transferee, to the extent permitted by law, may offset the Cash Balance to be so delivered against any outstanding obligation of Transferor owed to Transferee and provide a written accounting thereof to Transferor.

4. Indemnification. Transferee shall indemnify, defend and hold harmless Transferor against third-party claims caused by the negligence or willful misconduct of Transferee arising from its performance under this Agreement.

5. Performance. Neither Transferee nor Transferor shall be responsible for any failure to perform any of its respective obligations hereunder (a) if such performance would result in a breach of any applicable law or court order; or (b) if its performance is prevented, hindered or delayed by a Force Majeure Event (as defined below), in which case its obligations shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond control of the relevant Party, such as sabotage, pandemics, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection or war.

6. General.

(a) Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to the applicable Party, when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by e-mail with personal confirmation of transmission by the addressee, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as the applicable Party, may designate by notice to the other Party):

if to Transferee: Murray Boiler LLC  
800-E Beaty Street  
Davidson, North Carolina 28036  
Attention: Amy Roeder, Chief Financial Officer  
and Treasurer  
Email: amy\_roeder@tranetechnologies.com

if to Transferor: ClimateLabs LLC  
800-E Beaty Street  
Davidson, North Carolina 28036  
Attention: Manlio Valdes, President  
Email: manlio\_valdesjr@tranetechnologies.com

(b) Waiver of Breach. Failure to enforce any right or obligation by either Party with respect to any matter arising in connection with this Agreement will not constitute a waiver as to that matter or to any other matter. No waiver of any provision of this Agreement will be valid or enforceable unless in writing and signed by the Party against whom enforcement of the waiver is sought. The waiver of any provision of this Agreement at any time by either Party does not constitute a waiver of future compliance with such provision or a waiver of compliance with any other provision of this Agreement.

(c) Successors Bound. This Agreement will benefit and bind the Parties and their respective successors and permitted assigns.

(d) Assignment. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

(e) Invalidity. The invalidity or unenforceability of any provision of this Agreement, including Schedule I attached hereto, will not affect or impair the validity or enforceability of any other provision.

(f) Headings. All section headings are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement will be construed according to its fair meaning and not strictly for or against either Party.

(g) Governing Law. This Agreement and all disputes arising hereunder will be subject to, governed by and construed in accordance with the Laws of the State of North Carolina (without regard to conflicts of laws provisions).

(h) Entire Agreement. This Agreement, including Schedule I attached hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior understandings or agreements, written or oral, between them concerning such subject matter.

(i) Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by the Parties.

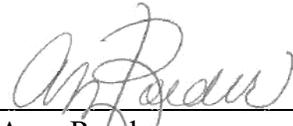
(j) Remedies not Exclusive. Each Party's rights and remedies under this Agreement are in addition to and not exclusive of any other right or remedy which such Party may have under any other agreement or at law or equity.

(k) Counterparts. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed signature page to this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**MURRAY BOILER LLC**, a North Carolina limited liability company

By:   
\_\_\_\_\_  
Amy Roeder  
Chief Financial Officer and Treasurer

**CLIMATELABS LLC**, a North Carolina limited liability company

By: \_\_\_\_\_  
Manlio Valdes  
President

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**MURRAY BOILER LLC**, a North Carolina limited liability company

By: \_\_\_\_\_  
Amy Roeder  
Chief Financial Officer and Treasurer

**CLIMATELABS LLC**, a North Carolina limited liability company

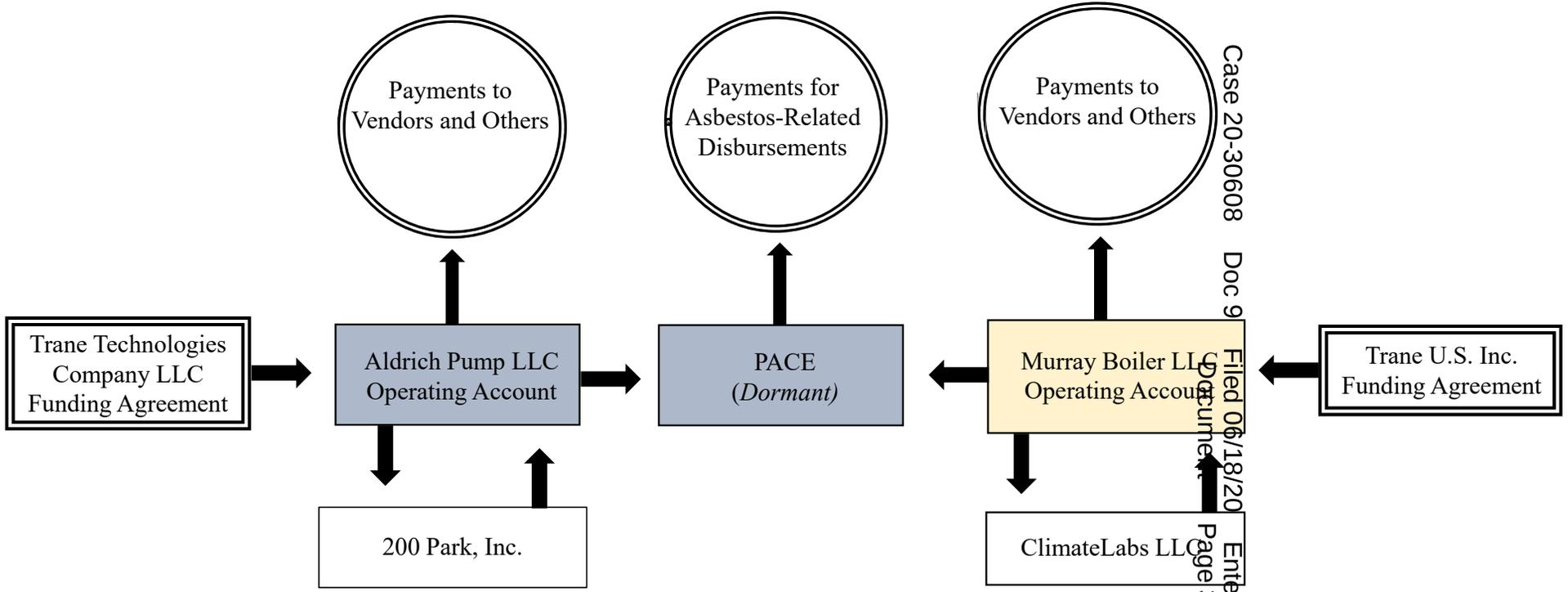
By: Manlio Valdes  
Manlio Valdes  
President

**SCHEDULE I**

<b>Transferor:</b>	CLIMATELABS LLC
<b>Effective Date:</b>	May 1, 2020
<b>Cash Balance Rate:</b>	The interest rate payable by the bank on funds contained in the bank account of Transferee specified below, or any successor bank account designated by Transferee (the " <u>Pooling Account</u> ")
<b>Cash Balance Rate Credit Calculation:</b>	Same as bank calculation for balance in the Pooling Account
<b>Date Cash Balance Rate accrual begins:</b>	Effective Date
<b>Compounding period:</b>	Same as compounding period used by bank with respect to the Pooling Account
<b>Negative Balance Interest Rate:</b>	Same as interest rate payable to bank on an overdraft related to the Pooling Account
<b>Initial Pooling Account:</b>	JP Morgan Chase Bank Account No. [REDACTED] 9248

**Exhibit D**

Flow Chart Summarizing Cash Management System



Maintained by Aldrich Pump LLC  
 Maintained by Murray Boiler LLC

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**Exhibit E**

Proposed Order

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

In re

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

Debtors.

Chapter 11

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

(Jointly Administered)

**ORDER (I) APPROVING THE CONTINUED USE OF THE DEBTORS' BANK ACCOUNTS, CASH MANAGEMENT SYSTEM, AND BUSINESS FORMS; (II) GRANTING A WAIVER OF THE REQUIREMENTS OF SECTION 345(B) OF THE BANKRUPTCY CODE; AND (III) AUTHORIZING THE DEBTORS' BANKS TO CHARGE CERTAIN FEES AND OTHER AMOUNTS**

This matter coming before the Court on the *Motion of the Debtors for an Order*:

*(I) Approving the Continued Use of Their Bank Accounts, Cash Management System, and Business Forms; (II) Granting a Waiver of the Requirements of Section 345(b) of the Bankruptcy Code; and (III) Authorizing the Debtors' Banks to Charge Certain Fees and Other Amounts*

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

(the "Motion"),<sup>2</sup> filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding 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. § 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion, the Hearing and the relief sought therein was sufficient under the circumstances, (e) cause exists, within the meaning of section 345(b) of the Bankruptcy Code, to permit the Debtors to deposit funds in accordance with their prepetition deposit practices and (f) there is good cause to waive the 14-day stay imposed by Bankruptcy Rule 6004(h) to the extent it is applicable; and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declarations and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to continue to use the Bank Accounts under existing account numbers without interruption; provided, however, that no checks issued against the Bank Accounts prior to the commencement of these Chapter 11 Cases shall be honored, except as otherwise authorized by an order of this Court and directed by the Debtors.
3. The Debtors are authorized to open and close bank accounts; provided, however, that: (a) prior to opening or closing a bank account, the Debtors must give notice to (i) the Bankruptcy Administrator, (ii) the official committee of asbestos claimants appointed in these Chapter 11 Cases, and (iii) the future claimants' representative appointed in these

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

Chapter 11 Cases; and (b) any new domestic bank account opened by the Debtors shall be established at an institution that is (i) insured by the FDIC or the FSLIC and (ii) organized under the laws of the United States or any State therein.

4. The Debtors are authorized to (a) maintain the Cash Management System in substantially the same form as the Cash Management System used as of the Petition Date and as described in the Motion; and (b) continue to perform under the Cash Pooling Agreements from and after the Petition Date. Cash of 200 Park or ClimateLabs held in the Operating Accounts is property of 200 Park or ClimateLabs, as applicable, and is not property of the Debtors' estates.

5. The Banks are authorized, but not directed, to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, provided that sufficient funds are available within such Banks to make the payments.

6. The Banks shall not be liable to any party on account of: (a) following the Debtors' instructions or representations as to any order of this Court; (b) the honoring of any prepetition check or item in a good faith belief that the Court has authorized such prepetition check or item to be honored; or (c) an innocent mistake made despite implementation of reasonable item-handling procedures.

7. The Banks are authorized to charge, and the Debtors are authorized to pay or honor, the Bank Fees related to the Bank Accounts. The Banks also are authorized to charge back returned items to the Bank Accounts in the ordinary course of business.

8. The Debtors are authorized to continue to use their Business Forms substantially in the forms existing as of the commencement of these Chapter 11 Cases, without reference to the Debtors' status as debtors in possession and their chapter 11 case numbers.

9. The Debtors are authorized to deposit and hold Account Funds in accordance with their prepetition deposit practices, and a waiver of the requirements of section 345 of the Bankruptcy Code is hereby granted to the extent that the Account Funds exceed the applicable FDIC or FSLIC insurance limits.

10. Any and all accounts opened by the Debtors on or after the Petition Date at any Bank shall, for the purposes of this Order, be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed in Exhibit A to the Motion), and any and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

11. Nothing contained in the Motion or this Order shall be deemed or construed as: (a) an admission as to the validity or priority of any claim against the Debtors; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise to pay any claim; (d) a request to assume or reject any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (e) a limitation on the authority of the Debtors to conduct their businesses in the ordinary course without seeking the approval of the Court.

12. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

13. 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.

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

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