

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE APPLICATION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THEM TO RETAIN
AND EMPLOY JONES DAY AS COUNSEL AS OF THE PETITION DATE**

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

Background

1. On the date hereof (the "Petition Date"), the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtors are authorized to continue to manage their property and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found

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



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

Jurisdiction

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

Relief Requested

5. Pursuant to sections 327(a) and 329(a) of the Bankruptcy Code, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure for the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), the Debtors hereby seek the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing them to retain and employ Jones Day as counsel in these Chapter 11 Cases to represent the Debtors in all aspects of their reorganization, effective as of the Petition Date, in accordance with the

engagement letter dated May 1, 2020 (the "Engagement Letter"), a copy of which is attached hereto as Exhibit B.²

6. In support of this Application, the Debtors submit, and incorporate herein by reference, (a) the *Declaration of Brad B. Erens*, a Jones Day partner (the "Erens Declaration"), a copy of which is attached hereto as Exhibit C, and (b) Jones Day's Disclosure of Compensation (the "Disclosure of Compensation"), a copy of which is attached hereto as Exhibit D.

Basis for Relief

Jones Day's Qualifications

7. Jones Day is well qualified to serve as the Debtors' counsel in these Chapter 11 Cases. Jones Day is one of the largest law firms in the world, with a national and international practice, and has substantial experience in all aspects of the law that are expected to arise in these Chapter 11 Cases, including bankruptcy, general corporate, litigation, and tax.

8. Jones Day's restructuring practice group consists of approximately 100 attorneys practicing in offices throughout the United States and overseas. Jones Day's restructuring lawyers have played significant roles in a wide array of chapter 11 cases, including the cases of Alpha Natural Resources, Inc.; American Apparel, Inc.; Bestwall LLC; Chrysler LLC; Dana Corporation; DBMP LLC; Fresh and Easy Neighborhood Market Inc.; Harry & David Holdings, Inc.; Hostess Brands, Inc.; Kaiser Aluminum Corporation; Kaiser Gypsum Company, Inc.; Kmart Corporation; LTV Steel Company, Inc.; Metaldyne Corporation; Molycorp, Inc.; NII Holdings, Inc.; Peabody Energy Corporation; Plant Insulation Co.;

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

RadioShack Corporation; Specialty Products Holding Corp.; Swift Energy Company; and
USG Corporation. A number of these cases involved substantial asbestos personal injury claims,
including the cases of: (a) Bestwall LLC; (b) Dana Corporation; (c) DBMP LLC; (d) Kaiser
Aluminum Corporation; (e) Kaiser Gypsum Company, Inc.; (f) Plant Insulation Co.;
(g) Specialty Products Holding Corp.; and (h) USG Corporation.

9. Jones Day also is familiar with the Debtors' businesses. As described
below and in the Erens Declaration, Jones Day represented the Debtors prior to the Petition Date.
In connection with this prepetition work, Jones Day's professionals have worked closely with
the Debtors' management and other professionals and, as a result, have become well acquainted
with the Debtors' history, businesses, assets and liabilities, corporate structure, and related
matters.³ Accordingly, Jones Day has developed substantial knowledge regarding the Debtors
that will result in effective and efficient services in these Chapter 11 Cases.

Services to Be Provided by Jones Day

10. The Debtors anticipate that Jones Day will render general legal services to
the Debtors as needed throughout the course of these Chapter 11 Cases, including, without
limitation, providing bankruptcy, general corporate, litigation, and tax advice. In particular,
the Debtors anticipate that Jones Day will perform, among others, the following legal services:

- (a) advise the Debtors regarding their rights, powers, and duties in
continuing to operate and manage their assets and properties under
chapter 11 of the Bankruptcy Code;
- (b) prepare on behalf of the Debtors all necessary and appropriate
applications, motions, proposed orders, other pleadings, notices,
schedules, and other documents, and review all financial and other
reports to be filed in these Chapter 11 Cases;

³ As described in the Erens Declaration, Jones Day also represented Trane Technologies plc ("Trane Technologies"), the indirect ultimate parent of the Debtors.

- (c) advise the Debtors concerning, and prepare responses to, applications, motions, other pleadings, notices, and other papers that may be filed by other parties in these Chapter 11 Cases, and appear on behalf of the Debtors in any hearings or other proceedings relating to those matters;
- (d) advise and assist the Debtors in negotiations with the Debtors' stakeholders;
- (e) advise the Debtors concerning executory contract and unexpired lease issues;
- (f) advise the Debtors in connection with the formulation, negotiation, and promulgation of any plan of reorganization, disclosure statement, and related transactional documents;
- (g) assist the Debtors in reviewing, estimating, and resolving claims asserted against the Debtors' estates;
- (h) commence and conduct litigation that is necessary and appropriate to assert rights held by the Debtors, protect assets of the Debtors' chapter 11 estates, or otherwise further the goal of completing the Debtors' successful reorganization;
- (i) provide non-bankruptcy services for the Debtors to the extent requested by the Debtors, including, among others, advice related to corporate governance; and
- (j) perform all other necessary and appropriate legal services in connection with these Chapter 11 Cases for or on behalf of the Debtors, as requested by the Debtors.

11. The Debtors require knowledgeable counsel to render these essential professional services. Jones Day has substantial expertise in all of these areas. Moreover, as indicated above, Jones Day has obtained valuable institutional knowledge of the Debtors' history, assets, liabilities, and financial affairs as a result of its representation of the Debtors prior to the Petition Date. Accordingly, the Debtors respectfully submit that Jones Day is well qualified to perform these services and represent the Debtors' interests in these Chapter 11 Cases.

12. The Debtors also are seeking to retain: (a) Rayburn Cooper & Durham, P.A. ("Rayburn Cooper"), as co-counsel; (b) Bates White, LLC ("Bates White"), as asbestos

consultants; (c) Evert Weathersby Houff LLC ("EWH"), as special asbestos litigation counsel; (d) AlixPartners, LLP ("Alix"), as financial advisor; and (e) K&L Gates LLP ("K&L"), as special insurance counsel. Jones Day will coordinate its work in these Chapter 11 Cases with the Debtors, Rayburn Cooper, Bates White, EWH, Alix, and K&L to minimize duplication of effort among these firms.

Compensation and Fee Applications

13. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, Jones Day intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

14. Jones Day will be compensated at its standard hourly rates, which are based on the professionals' level of experience. At present, the standard hourly rates charged by Jones Day in the United States fall within the following ranges:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$775–\$1,675
Counsel/Of Counsel	\$650–\$1,500
Associates	\$400–\$1,175
Paralegals	\$275–\$500

15. Jones Day's hourly rates may change once annually in accordance with the terms of the Engagement Letter and Jones Day's established billing practices and procedures. The names, positions, resident offices, and current hourly rates of those Jones Day professionals currently expected to spend significant time on these Chapter 11 Cases are attached as Schedule 3 to the Erens Declaration.

16. Jones Day's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of a scope and complexity similar to these Chapter 11 Cases. Further, Jones Day's bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as its professionals in non-bankruptcy engagements. For all of these reasons, Jones Day's rates are reasonable and appropriate to the Debtors' estates.

17. Jones Day will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order (as defined below), and any additional procedures that may be established by the Court in these Chapter 11 Cases. Jones Day intends to use the following billing categories:⁴

CATEGORY	DESCRIPTION
Asbestos Matters	Includes issues relating to asbestos claims, including analysis, valuation, strategy, negotiations, communications, and meetings related to asbestos claims and any work on asbestos claims estimation matters.
Automatic Stay	Includes all actions to extend or enforce the automatic stay, motions to modify the automatic stay, and issues related to the effect of the automatic stay on pending matters.

⁴ These categories are consistent with and expand upon the project categories in the Compensation Guidelines. Jones Day, in its discretion and in consultation with the Debtors, may determine to create separate sub-billing categories for certain discrete projects undertaken during these Chapter 11 Cases.

CATEGORY	DESCRIPTION
Case Administration and Business Operations	Includes general case administration services; advice relating to business operations; communications with the United States Bankruptcy Administrator for the Western District of North Carolina (the " <u>Bankruptcy Administrator</u> ") not within the scope of other matter numbers; maintenance of case docket and calendar; filing and circulation of papers; and preparation and review of other reports, notices, and service lists.
Claims Administration	Includes any bar date matters, claims objections, and related contested matters and other claims administration activities, in connection with non-asbestos claims and unrelated to asbestos estimation matters.
Court Hearings	Includes preparation for and attendance at court hearings.
Creditor Inquiries	Includes all actions taken to respond to creditor inquiries about these Chapter 11 Cases that are general in nature and not chargeable to another matter number.
Employee Matters	Includes matters relating to any seconded employees.
Executory Contracts and Unexpired Leases	Includes contract and lease analysis and matters relating to assumption, assumption and assignment, rejection, or recharacterization of executory contracts and unexpired leases.
Fee Application Preparation	Includes preparation of Jones Day fee applications and related activities and the preparation of monthly invoices.
Financing Matters	Includes any matters relating to funding the Debtors or the plan of reorganization (the " <u>Plan</u> "), including implementation of the Funding Agreements (as defined in the Erens Declaration).

CATEGORY	DESCRIPTION
General Corporate and Real Estate	Includes all transactional, corporate governance, and related matters involving the Debtors that do not relate to the Plan or disclosure statement process.
Litigation and Adversary Proceedings	Includes all non-bankruptcy litigation and adversary proceedings (i.e., actions initiated by a complaint in this Court); also includes all other contested matters that do not fit within another, more specific matter description.
Meetings	Includes preparing for and attending the section 341 meeting of creditors and any other meetings that are not chargeable to another matter.
Nonworking Travel	Includes all nonworking travel time.
Plan of Reorganization and Disclosure Statement	Includes formulation, negotiation, preparation, and promulgation of a Plan, disclosure statements and related corporate and other documentation to implement the Plan, research relating thereto, and matters related to exclusivity.
Professional Retention/Fee Issues	Includes preparation of applications to retain professionals, other matters relating to retention of professionals, and objections to fees of other professionals.
Reporting	Includes preparation of schedules of assets and liabilities and amendments thereto, a statement of financial affairs and amendments thereto, status reports, and other reports required by the Bankruptcy Administrator, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, or the Court.
Tax Advice	Includes all federal and state income, property, excise, and other tax matters, including tax planning matters.
Use, Sale, Lease of Assets	Includes all matters relating to postpetition uses of property of the estates (including any acquisitions or dispositions).

18. Jones Day contemplates using the following expense categories:

(a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation, and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

Compensation Prior to the Petition Date

19. Prior to the Petition Date, on May 4, 2020, the Debtors paid Jones Day a retainer of \$1,000,000 for professional services and expenses (the "Retainer"). Thereafter, on account of all of its services and expenses, Jones Day (a) issued invoices to the Debtors reflecting applications against the Retainer and (b) received \$800,000 from the Debtors in replenishment of the Retainer.

20. As described in the Disclosure of Compensation, in the one-year period preceding the Petition Date, Jones Day received payments from the Debtors totaling \$1,800,000 for the Retainer and the replenishments thereof. The applications of the Retainer through the Petition Date reflect (a) certain actual fees and expenses for May 1, 2020 through June 11, 2020 and (b) additional unbilled, anticipated, and/or estimated fees and expenses for that period in June, 2020 prior to the Petition Date. As of the Petition Date, the Retainer balance was approximately \$135,405.⁵ Jones Day requests that it be permitted to hold any amounts

⁵ In particular, the Retainer was utilized to pay certain estimated fees and expenses (the "Estimated Amount") for the period prior to the Petition Date. Jones Day expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred for the period prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to

comprising the Retainer (following the reconciliation described in the Disclosure of Compensation) as a postpetition retainer subject to the terms of the Interim Compensation Order.⁶

Disclosure Concerning Disinterestedness

21. The Erens Declaration, incorporated herein by reference, discloses Jones Day's connections to the Debtors and parties in interest in these Chapter 11 Cases. In reliance on the Erens Declaration, and except as set forth therein and in this Application, the Debtors believe that: (a) Jones Day has no connection with the Debtors, their affiliates,⁷ their creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants; (b) Jones Day is not a creditor, equity security holder, or insider of the Debtors; (c) none of Jones Day's lawyers is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) Jones Day neither holds nor represents an interest materially adverse to the Debtors or their estates. Accordingly, the Debtors

the amount of the Retainer on or about that date; and (c) disclose such adjustment in its first interim fee application. If Jones Day's unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainer and applied consistent with the terms of any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the "Interim Compensation Order"). Jones Day will not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including the Interim Compensation Order.

⁶ Contemporaneously with the filing of this Application, the Debtors filed the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* (the "Interim Compensation Motion"), seeking entry of the Interim Compensation Order. Pursuant to the Interim Compensation Motion, the Debtors request, among other things, that on notice to the Debtors, retained professionals will be authorized to use any remaining amount of their prepetition retainers to satisfy some or all of an Authorized Payment (as defined in the Interim Compensation Motion); provided that each professional will utilize any remaining retainer by the time it files its first Interim Fee Application (as defined in the Interim Compensation Motion) or as soon thereafter as is practicable.

⁷ As described in the Erens Declaration, Jones Day (a) represented Trane Technologies with respect to the transactions resulting in the corporate restructurings completed on May 1, 2020 by which the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) and the former Trane U.S. Inc. ceased to exist and the Debtors were formed and (b) currently represents Trane Technologies in matters unrelated to these Chapter 11 Cases.

believe that Jones Day is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

22. In the event that Jones Day's representation of the Debtors in connection with any matter in these Chapter 11 Cases would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtors will use separate existing court-retained counsel to represent their interests with respect to such matter against such party. If necessary and with the approval of the Court, additional conflicts counsel may be retained in connection with that matter.

Legal Basis for Relief Requested

23. Under section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out [its] duties under this title." 11 U.S.C. § 327(a).⁸ Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely

⁸ Section 101(14) of the Bankruptcy Code defines the phrase "disinterested person" as:

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).

because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

24. As required by section 329(a) of the Bankruptcy Code⁹ and Bankruptcy Rule 2014(a),¹⁰ the above-described facts set forth in this Application and the information in the exhibits attached hereto set forth: (a) the specific facts showing the necessity for Jones Day's employment; (b) the reasons for the Debtors' selection of Jones Day as their counsel in connection with these Chapter 11 Cases; (c) the professional services proposed to be provided by Jones Day; (d) the arrangement between the Debtors and Jones Day with respect to Jones Day's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtors' knowledge, the extent of Jones Day's connections, if any, to

⁹ Section 329(a) of the Bankruptcy Code provides as follows:

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

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

¹⁰ Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee. The application shall be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

certain parties in interest in these matters. Accordingly, Jones Day's retention by the Debtors should be approved.

Notice

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

No Prior Request

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

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

Dated: June 18, 2020
Charlotte, North Carolina

Respectfully submitted,

ALDRICH PUMP LLC and MURRAY
BOILER LLC

By: /s/ Allan Tananbaum
Allan Tananbaum
Chief Legal Officer and Secretary

PROPOSED ATTORNEYS FOR
DEBTORS AND DEBTORS IN POSSESSION:

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-and-

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-and-

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(Admission *pro hac vice* pending)

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE ORDER AUTHORIZING THE DEBTORS TO
RETAIN AND EMPLOY JONES DAY AS COUNSEL AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ Jones Day as Counsel as of the Petition Date* (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, the Erens Declaration, the Disclosure of Compensation, and the Engagement Letter; 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. §§ 1408 and 1409, (c) this is a core proceeding

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.

pursuant to 28 U.S.C. § 157(b), (d) notice of the Application was sufficient under the circumstances, (e) Jones Day does not hold or represent any interest materially adverse to the Debtors' estates and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327 of the Bankruptcy Code, and (f) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, the Erens Declaration, and the Disclosure of Compensation establish just cause for the *ex parte* relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ Jones Day as their counsel in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), in accordance with section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, on the terms and conditions set forth in the Application and the Engagement Letter, as of the Petition Date.
3. Jones Day is authorized to render the professional services set forth in the Application, the Engagement Letter, and the Erens Declaration.
4. Jones Day will use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.
5. Jones Day shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy

Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

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

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

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

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

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

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

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

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

United States Bankruptcy Court

Exhibit B

Engagement Letter

JONES DAY

77 WEST WACKER • SUITE 3500 • CHICAGO, ILLINOIS 60601.1692
TELEPHONE +1.312.782.3939 • FACSIMILE +1.312.782.8585

Direct Number: (312) 269-4050
bberens@jonesday.com

May 1, 2020

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

Re: Engagement of Jones Day

Dear Allan:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matters described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”, and together with Aldrich, the “Company” or “you”). We will be providing services to the Company in connection with the following matters (collectively, the “Matters”): assisting the Company with, and providing advice regarding, restructuring issues, as well as certain other related matters, including the Company’s preparation for the possible commencement, administration and completion of cases (the “Bankruptcy Cases”) under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). While Jones Day enjoys broad relationships, involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific matters on which we are engaged. Thus, our relationship may expand beyond the matters described above, but only if you and we agree to specific new or expanded engagements. This letter supersedes in its entirety any prior engagement letters with respect to the Matters.

It is important to emphasize that we are entering into an attorney-client relationship only with the Company in connection with the Matters. That is, unless you and we agree otherwise and except as set forth in prior engagement letters, Jones Day is not representing any owner, employee, parent, subsidiary or other direct or indirect affiliate of the Company. If you believe that the Company’s personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them in connection with the Matters or, if you prefer, let us know so we can explain the scope of our engagement to them.

NAI-1512987680v1

AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRISBANE • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • DETROIT
DUBAI • DUSSELDORF • FRANKFURT • HONG KONG • HOUSTON • IRVINE • LONDON • LOS ANGELES • MADRID • MELBOURNE
MEXICO CITY • MIAMI • MILAN • MINNEAPOLIS • MOSCOW • MUNICH • NEW YORK • PARIS • PERTH • PITTSBURGH • SAN DIEGO
SAN FRANCISCO • SÃO PAULO • SAUDI ARABIA • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

2. Staffing

You have designated yourself as the person with responsibility for overseeing this matter and to whom we will report. I will have primary responsibility for this engagement, and will rely on other lawyers at Jones Day to work as a team as we handle the necessary work on the Matters. I will be the Partner generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our engagement as we seek to provide the Company with timely, high quality legal services in a cost-efficient manner.

3. Potentially Adverse Representations or Conflicts of Interest: Advance Waiver

Jones Day represents many clients on a wide variety of matters in a number of different practice areas. A further description of our firm and areas of practice is available on our website, at www.jonesday.com.

Just as you in the future may ask us to represent the Company in a matter that is directly adverse to one of our other clients, it is possible Jones Day will be asked in the future to represent another client in a matter that is directly adverse to you. We want you and our other clients to be able to choose Jones Day as their counsel on matters where it is appropriate to do so. Accordingly, in the event Jones Day desires to represent another client whose interests are directly adverse to the Company's interests in a litigation or other dispute resolution matter, Jones Day will (1) advise the Company immediately and request a waiver of the conflict and (2) the Company must provide a written waiver of conflict of interest to Jones Day before the firm can represent said client.

4. Compensation and Disbursements

Generally, our fees are determined by the time devoted by each lawyer or other timekeeper involved in the engagement and the hourly billing rates assigned to each such person. Currently, hourly rates for our lawyers who are likely to be working on this matter range from \$1,000 to \$1,300 for partners and \$500 and \$900 for associates. Our hourly rates are revised periodically, and we may revise them from time to time during the course of our representation of the Company.

Unless we specifically agree in writing to the contrary, any fee estimate, budget, or projection of hours is not a commitment to cap our fees or perform the services within a fixed amount of time or for a fixed fee. In matters that entail extraordinary risks, efforts or results, Jones Day may request that the Company pay a supplemental fee in addition to our billings based on hourly rates to account for such risks, efforts or results.

In addition to our fees, we expect the Company to defray certain costs and expenses incurred during our representation. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by Jones Day reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from the Company in the monthly billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask the Company to pay disbursements and charges directly or in advance.

We will submit billing statements to you on a monthly basis; all statements are due and payable on the next pay date 75 days after the invoice date. If you have any question or concern about any billing statement, we ask that you raise it with us promptly upon your receipt of the statement. As we have discussed, the Company has agreed to provide Jones Day with an advance payment retainer of \$1 million upon the execution of this letter (the "Advance Payment Retainer"). Our fees and expenses shall be deemed automatically applied against such Advance Payment Retainer as such fees and expenses arise, unless we notify you otherwise. You agree to provide us with additional advance payment retainer amounts from time to time in order to maintain the Advance Payment Retainer at \$1 million.

5. Bankruptcy Cases

If it becomes necessary for the Company to file petitions under chapter 11 of the Bankruptcy Code, our ongoing employment by the Company will be subject to the approval of the bankruptcy court with jurisdiction over the petitions. If necessary, we will modify the terms and conditions of our employment described above as may be required to comply with the applicable requirements of the bankruptcy process, including any orders of the bankruptcy court.

In the event of a potential chapter 11 filing by the Company, we will take steps necessary to prepare the conflict of interest disclosure required in connection with our retention as bankruptcy counsel. We will initiate the process of reviewing conflict checks on potentially interested parties in key categories, as and when provided to us by the Company, including (a) the Company's managers and officers and their respective business affiliations, (b) the Company's largest unsecured creditors, (c) the Company's other material secured and unsecured creditors, (d) counterparties to material contracts and leases with the Company, (e) parties to significant litigation with the Company, and (f) any material lenders to the Company.

A list of entities that will be checked in our conflict system (the "Interested Party List") will be created based upon information the Company provides. We also will compile a preliminary draft of a schedule describing our relationships with certain of the entities identified on the Interested Party List in matters unrelated to the Company or the potential Bankruptcy

Cases (the "Disclosure Schedule"). We will provide the Company with a draft of the Disclosure Schedule after it is available. Although we believe that these relationships likely will not constitute conflicts of interest, these relationships must be described and disclosed in the Company's application to the bankruptcy court to retain Jones Day as counsel.

If actual conflicts of interest arise with respect to any of the parties identified on the Disclosure Schedule, the following procedures will be utilized: (a) we may determine that Jones Day is unable to represent the Company in matters adverse to those parties; and (b) if we make such a determination, the Company will be required to use separate counsel in those matters, and Jones Day will not participate in those matters. Jones Day will not represent any party adverse to the Company, or take any position adverse to the Company, in any Bankruptcy Case.

The Disclosure Schedule will be updated as new information becomes available until any Bankruptcy Case is commenced; thereafter, the Disclosure Schedule will continue to be supplemented on a periodic basis throughout the course of the Bankruptcy Case. We will provide the Company with updated Interested Party Lists and Disclosure Schedules after they become available.

6. Audit Letter Issues

Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA Policy is clearly inapplicable.

6. Choice of Law

This engagement letter will be governed by the laws of the United States.

7. Procedures upon Termination; Return of Documents; Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. As we complete specific matters for you, Jones Day will close its file numbers for those matters. Once we have completed our work on a particular assignment, and at your request, we will return any of your property that might be in our possession. Consistent with our professional obligations, we also may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in an electronic or hard copy format.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Chicago or seven years after the end of our relationship, to destroy or otherwise

Allan Tananbaum, Esq.
May 1, 2020
Page 5

JONES DAY

dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Very truly yours,



Brad B. Erens

On behalf of Aldrich Pump LLC and Murray Boiler LLC, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by Aldrich Pump LLC and Murray Boiler LLC to sign this letter on their behalf.

Dated: _____

Signature: _____

Name: Allan Tananbaum

Title: Chief Legal Officer

Enclosure

Allan Tananbaum, Esq.
May 1, 2020
Page 5

JONES DAY

dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

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We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Very truly yours,

Brad B. Erens

On behalf of Aldrich Pump LLC and Murray Boiler LLC, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by Aldrich Pump LLC and Murray Boiler LLC to sign this letter on their behalf.

Dated: 8 May 2020

Signature:  _____

Name: Allan Tananbaum

Title: Chief Legal Officer

Enclosure

Exhibit C

Erens 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 BRAD B. ERENS

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), I, Brad B. Erens, hereby declare:

1. I am an attorney at law admitted and in good standing to practice in the State of Illinois and before the United States District Court for the Northern District of Illinois.
2. I am a partner with the law firm of Jones Day and am duly authorized to make this declaration on behalf of Jones Day. I make this declaration in support of the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ Jones Day as Counsel as of the Petition Date* (the "Application").² The facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

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

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

Jones Day's Qualifications

3. Jones Day is well qualified to serve as the Debtors' counsel in these Chapter 11 Cases. Jones Day is one of the largest law firms in the world, with a national and international practice, and has substantial experience in all aspects of the law that are expected to arise in these Chapter 11 Cases, including bankruptcy, general corporate, litigation, and tax.

4. Jones Day's restructuring practice group consists of approximately 100 attorneys practicing in offices throughout the United States and overseas. Jones Day's restructuring lawyers have played significant roles in a wide array of chapter 11 cases, including the cases of Alpha Natural Resources, Inc.; American Apparel, Inc.; Bestwall LLC; Chrysler LLC; Dana Corporation; DBMP LLC; Fresh and Easy Neighborhood Market Inc.; Harry & David Holdings, Inc.; Hostess Brands, Inc.; Kaiser Aluminum Corporation; Kaiser Gypsum Company, Inc.; Kmart Corporation; LTV Steel Company, Inc.; Metaldyne Corporation; Molycorp, Inc.; NII Holdings, Inc.; Peabody Energy Corporation; Plant Insulation Co.; RadioShack Corporation; Specialty Products Holding Corp.; Swift Energy Company; and USG Corporation. A number of these cases involved substantial asbestos personal injury claims, including the cases of: (a) Bestwall LLC; (b) Dana Corporation; (c) DBMP LLC; (d) Kaiser Aluminum Corporation; (e) Kaiser Gypsum Company, Inc.; (f) Plant Insulation Co.; (g) Specialty Products Holding Corp.; and (h) USG Corporation.

5. Jones Day also is familiar with the Debtors' businesses. As described further below, Jones Day represented the Debtors prior to the Petition Date.³ In connection with

³ As described below, Jones Day also represented Trane Technologies plc ("Trane Technologies"), the indirect ultimate parent of the Debtors. Jones Day (a) represented Trane Technologies with respect to the transactions resulting in the corporate restructurings completed on May 1, 2020 by which the former Trane

this prepetition work, Jones Day's professionals have worked closely with the Debtors' management and other professionals and, as a result, have become well acquainted with the Debtors' history, businesses, assets and liabilities, corporate structure, and related matters. Accordingly, Jones Day has developed substantial knowledge regarding the Debtors that will result in effective and efficient services in these Chapter 11 Cases.

Services to Be Provided by Jones Day

6. Jones Day will render general legal services to the Debtors as needed throughout the course of these Chapter 11 Cases, including, without limitation, providing bankruptcy, general corporate, litigation, and tax advice. In particular, Jones Day will perform, among others, the following legal services:

- (a) advise the Debtors regarding their rights, powers, and duties in continuing to operate and manage their assets and properties under chapter 11 of the Bankruptcy Code;
- (b) prepare on behalf of the Debtors all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules, and other documents, and review all financial and other reports to be filed in these Chapter 11 Cases;
- (c) advise the Debtors concerning, and prepare responses to, applications, motions, other pleadings, notices, and other papers that may be filed by other parties in these Chapter 11 Cases, and appear on behalf of the Debtors in any hearings or other proceedings relating to those matters;
- (d) advise and assist the Debtors in negotiations with the Debtors' stakeholders;
- (e) advise the Debtors concerning executory contract and unexpired lease issues;

Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) and the former Trane U.S. Inc. ceased to exist and the Debtors were formed and (b) currently represents Trane Technologies in matters unrelated to these Chapter 11 Cases.

- (f) advise the Debtors in connection with the formulation, negotiation, and promulgation of any plan of reorganization, disclosure statement, and related transactional documents;
- (g) assist the Debtors in reviewing, estimating, and resolving claims asserted against the Debtors' estates;
- (h) commence and conduct litigation that is necessary and appropriate to assert rights held by the Debtors, protect assets of the Debtors' chapter 11 estates, or otherwise further the goal of completing the Debtors' successful reorganization;
- (i) provide non-bankruptcy services for the Debtors to the extent requested by the Debtors, including, among others, advice related to corporate governance; and
- (j) perform all other necessary and appropriate legal services in connection with these Chapter 11 Cases for or on behalf of the Debtors, as requested by the Debtors.

7. Jones Day will coordinate its work in these Chapter 11 Cases with the Debtors, Rayburn Cooper, Bates White, EWH, Alix, and K&L to minimize duplication of effort among these firms.

Compensation and Fee Applications

8. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, Jones Day intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

9. Jones Day will be compensated at its standard hourly rates, which are based on the professionals' level of experience. At present, the standard hourly rates charged by Jones Day in the United States fall within the following ranges:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$775–\$1,675
Counsel/Of Counsel	\$650–\$1,500
Associates	\$400–\$1,175
Paralegals	\$275–\$500

10. Jones Day's hourly rates may change once annually in accordance with the terms of the Engagement Letter and Jones Day's established billing practices and procedures. The names, positions, resident offices, and current hourly rates of those Jones Day professionals currently expected to spend significant time on these Chapter 11 Cases are attached as Schedule 3 hereto.

11. Jones Day's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of a scope and complexity similar to these Chapter 11 Cases. Further, I believe that Jones Day's bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as its professionals in non-bankruptcy engagements.

12. Jones Day will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order, and any additional procedures that may be established by the Court in these Chapter 11 Cases. In addition, Jones Day understands that interim and final fee awards are subject to approval by this Court.

Disclosure Concerning Disinterestedness

Interested Party List

13. The Debtors have provided Jones Day with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the "Interested Parties") in the following categories:

- (a) the Debtors' equity owners;
- (b) the Debtors' non-debtor subsidiaries;
- (c) other non-debtor affiliates of the Debtors;
- (d) managers and officers of the Debtors;
- (e) major current business affiliations of the Debtors' current managers;
- (f) depository and disbursement banks of the Debtors;
- (g) parties to material contracts with the Debtors;
- (h) the Debtors' retained professionals and claims agent in connection with these Chapter 11 Cases;
- (i) the Debtors' significant ordinary course professionals, consultants, and service providers;
- (j) known professionals for certain non-debtor parties in interest;
- (k) contractually indemnified parties of the Debtors;
- (l) major suppliers of goods and services to the Debtors;
- (m) law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and
- (n) insurance companies with material insurance policies.

14. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and employees within the office of the Bankruptcy Administrator; and (b) bankruptcy judges for the Western District of North Carolina. The

identities of the Interested Parties, developed as of the date hereof, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

15. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtors, their creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator, or any person employed in the office of the Bankruptcy Administrator, Jones Day researched its client database to determine whether it had any relationships with the Interested Parties.

To the extent that Jones Day's research of its relationships with the Interested Parties indicates that Jones Day has represented in the past two years, or currently represents, any of these entities in matters unrelated to these Chapter 11 Cases, the identities of these entities and such entities' relationship to the Debtors and connection to Jones Day, are set forth in Schedule 2 hereto.

16. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Jones Day, nor any partner, associate, or other professional thereof has any connection with the Debtors, their creditors, the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth below and in Schedule 2 attached hereto:

- (a) Jones Day has not represented, and does not and will not represent, any entity other than the Debtors in matters related to these Chapter 11 Cases.
- (b) Prior to the Petition Date, Jones Day performed certain legal services for the Debtors, as described herein, but the Debtors do not owe Jones Day any amount for services performed prior to the Petition Date.

- (c) Prior to the Petition Date, Jones Day represented Trane Technologies in connection with the restructurings that led to the formation of the Debtors, as described below.
- (d) In matters unrelated to the Debtors or these Chapter 11 Cases, Jones Day currently represents Trane Technologies. Jones Day, however, has not represented, and does not and will not represent, Trane Technologies or any non-debtor affiliates of the Debtors in matters relating to the Debtors or these Chapter 11 Cases.
- (e) In matters unrelated to the Debtors or the Chapter 11 Cases, Jones Day currently represents J.P. Morgan Chase, the Debtors' depository and disbursement bank, and affiliates thereof. These relationships are set forth on the attached Schedule 2. Jones Day, however, has not represented, and does not and will not represent, J.P. Morgan Chase in matters relating to the Debtors or the Chapter 11 Cases.
- (f) In addition to the specific parties identified above, in matters unrelated to the Debtors or these Chapter 11 Cases, Jones Day currently represents, formerly represented, or may in the future represent certain other entities that are or may be (i) creditors in these cases, (ii) parties to executory contracts with the Debtors, or (iii) otherwise directly or indirectly affiliated with creditors or other parties in interest in these Chapter 11 Cases. As described above, however, Jones Day has undertaken a detailed search to determine whether it represents or has represented any significant creditors, equity security holders, insiders, or other parties in interest in such unrelated matters, and all such known representations within the last two years are set forth on Schedule 2 hereto.
- (g) In matters unrelated to the Debtors or these Chapter 11 Cases, Jones Day has been involved in out-of-court restructurings and chapter 11 cases involving certain of the other professionals who will be representing the Debtors and other parties in these Chapter 11 Cases, or who have represented the Debtors in the year prior to the Petition Date. Jones Day, however, has not represented, and does not and will not represent, any of these entities in matters relating to the Debtors or the Chapter 11 Cases.

Jones Day's Services Prior to the Petition Date, Role in the 2020 Corporate Restructuring, and Representation of Trane Technologies in Unrelated Matters

17. Beginning in June 2019, Jones Day provided various legal services to Trane Technologies. In particular, Jones Day represented Trane Technologies in connection

with corporate restructurings that were completed on May 1, 2020 (together, the "2020 Corporate Restructuring"). Prior to the 2020 Corporate Restructuring, the Debtors did not exist. The 2020 Corporate Restructuring was effectuated through a series of transactions that are described in greater detail in the Pittard Declaration. As part of these transactions, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ") and the former Trane U.S. Inc. ("Old Trane"), after converting to Texas limited liability companies, each effected divisional mergers under the Texas merger statute.

18. Upon the effectiveness of the divisional mergers, (a) each of Old IRNJ and Old Trane ceased to exist, (b) four new companies — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane U.S.") — were created, and (c) all of the assets and liabilities of Old IRNJ and Old Trane were allocated between the Debtors and New Trane Technologies and New Trane U.S. Pursuant to the divisional merger, the Debtors: (a) became solely responsible for certain liabilities of Old IRNJ and Old Trane, including Old IRNJ's and Old Trane's asbestos-related liabilities (other than liabilities for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) received certain assets, including cash, rights as payees under two funding agreements (the "Funding Agreements")⁴, and equity in 200 Park, Inc. and ClimateLabs LLC. Pursuant to the divisional merger, all other assets and liabilities of Old IRNJ and Old Trane not allocated to the Debtors were allocated to New Trane Technologies and New Trane U.S., with ownership of such other assets vesting in New Trane Technologies and

⁴ Following the divisional merger, the Funding Agreements became agreements between the Debtors, as payees, and New Trane Technologies and New Trane U.S., as payors.

New Trane U.S., and New Trane Technologies and New Trane U.S. becoming the sole obligors for such other liabilities.

19. In addition to the Funding Agreements, the Debtors receive support from New Trane Technologies through certain services and secondment agreements, as described in the Pittard Declaration and the *Motion of the Debtors for an Order Authorizing Them to Perform Under Certain Intercompany Agreements With Non-Debtor Affiliate*, filed contemporaneously herewith.

20. Following the 2020 Corporate Restructuring and through the Petition Date, Jones Day represented the Debtors in connection with the conduct of their businesses and the preparation for the commencement of these Chapter 11 Cases. In addition, following the 2020 Corporate Restructuring, Jones Day has represented Trane Technologies, on a limited basis, providing corporate and regulatory advice and support on matters unrelated to the Debtors or these Chapter 11 Cases.

21. Jones Day has not represented, and does not and will not represent, Trane Technologies, New Trane Technologies, New Trane U.S., or any other affiliate of the Debtors in any matter adverse to the Debtors or related to these Chapter 11 Cases. To that end, Trane Technologies and the Debtors' non-debtor affiliates have retained McCarter & English, LLP to represent them in matters relating to the Debtors and these Chapter 11 Cases.

Jones Day Is a Disinterested Person

22. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, Jones Day is a "disinterested person," as defined in sections 101(14) and 1107(b) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, in that: (a) Jones Day has no connection with the Debtors, their affiliates, their creditors, the Bankruptcy Administrator, any person employed in the office of the

Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth herein; (b) Jones Day is not a creditor, equity security holder, or insider of the Debtors; (c) no Jones Day partner, associate, or other professional is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) Jones Day neither holds nor represents an interest materially adverse to the Debtors or their estates.

23. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because the Debtors are part of a large enterprise and have thousands of creditors and other relationships, and because Jones Day is an international firm with more than 2,500 attorneys in 42 offices around the globe, Jones Day is unable to state with certainty that every client representation or other connection of Jones Day has been disclosed. In this regard, if Jones Day discovers additional information that requires disclosure, Jones Day will file supplemental disclosures with the Court.

24. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in these cases should arise, the Debtors will use the services of other conflicts counsel in connection with that matter.

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

Dated: June 18, 2020
Chicago, Illinois

/s/ Brad B. Erens
Brad B. Erens
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585

SCHEDULE 1

Schedule of Potentially Interested Parties

Aldrich Pump LLC, *et al.*
Potentially 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
LLC

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

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

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

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP

Contractually Indemnified Parties

Ansaldo S.p.A.

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

Major Suppliers of Goods and Services

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

**Law Firms with Significant
Representations of Asbestos Claimants**

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

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

Material Insurers

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

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

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

**Bankruptcy Judges for the Western
District of North Carolina**

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

SCHEDULE 2

Disclosure Schedule

ALDRICH PUMP LLC AND MURRAY BOILER LLC

**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY
OR HAVE FORMERLY EMPLOYED JONES DAY IN MATTERS
UNRELATED TO THE DEBTORS OR THEIR CHAPTER 11 CASES**

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
PARTIES IN INTEREST (OR AFFILIATED ENTITIES) WHO ARE CURRENT CLIENTS OR WERE CLIENTS WITHIN THE LAST TWO YEARS¹		
<i>Advent International Corporation</i>	Major Current Business Affiliation of Debtors' Managers	<ul style="list-style-type: none"> <i>Advent International Corporation</i> is a current client.
AlixPartners LLP	Debtors' Retained Professional	<ul style="list-style-type: none"> AlixPartners LLP is the employer of an individual who is a former client (closed 2018).
Alliance Compressors LLC	Other Non-Debtor Affiliate	<ul style="list-style-type: none"> Parent company <i>Emerson Electric Company</i> is: (a) a current client; and (b) the ultimate parent of former client Solus Industrial Innovations (closed 2018).
Allianz Underwriters Insurance Company Fireman's Fund Insurance Company	Material Insurers	<ul style="list-style-type: none"> Affiliate company <i>Pacific Investment Management Company (PIMCO)</i> is a current client; Parent company Allianz SE is a joint venture owner of Chapter Master Unit Trust, a former co-client with current client <i>Greystar Real Estate Partners LLC</i> in a matter closed in 2020; Affiliate company AGF Private Equity is a stockholder of current client <i>Integragen</i>; and Affiliate companies Allianz ECO Innovation 2 and Allianz Innovation 7 are

¹ The parties listed herein are parties in interest (or affiliated entities) who are current clients of Jones Day or were clients of Jones Day within the last two years. The names of current clients of Jones Day appear in bold and italics. The disclosure of stockholder interests or other affiliate relationships among potentially related entities reflects only information known to Jones Day through its conflict reporting system. Jones Day has not performed independent research to identify all stockholder interests or other affiliate relationships with respect to interested parties. Moreover, Jones Day has not disclosed representations of trade associations and similar industry or special interest organizations in which interested parties are members.

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
		stockholders of current client <i>Idinvest Partners S.A.</i>
Ansaldo S.p.A.	Contractually Indemnified Party	<ul style="list-style-type: none"> Parent company <i>Ansaldo Energia S.p.A.</i> and affiliate company <i>Ansaldo Thomassen B.V.</i> are current clients; and Affiliate company Ansaldo Nuclear Limited is a former client (closed 2018).
Dentons Bingham Greenebaum LLP	Debtors' Significant Ordinary Course Professional	<ul style="list-style-type: none"> Dentons Bingham Greenebaum LLP is part of current client <i>Dentons US LLP.</i>
Dresser-Rand Company Tuthill Energy Systems Tuthill Pump Company	Contractually Indemnified Parties	<ul style="list-style-type: none"> Affiliate company TurboCare, Inc. is a joint venture owner of former client EthosEnergy Group (closed 2018).
<i>Flowserve Corporation</i> Flowserve Red Corporation	Contractually Indemnified Parties	<ul style="list-style-type: none"> <i>Flowserve Corporation</i> is: (a) a current client; and (b) a co-client with affiliate company and co-client <i>Flowserve GB Limited</i> in a current matter; and Affiliate company Flowserve is a former client (closed 2018).
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	Other Non-Debtor Affiliates	<ul style="list-style-type: none"> <i>Trane Technologies Plc</i> (f/k/a Ingersoll-Rand Plc) is a current client; and Affiliate company Ingersoll-Rand European Holding Company B.V. is a former client (closed 2018). <i>See also</i> entry below for Trane Technologies Holdco, Inc., et al. regarding related disclosure.
<i>JP Morgan Chase</i>	Depository and Disbursement Bank	<ul style="list-style-type: none"> <i>JPMorgan Chase Bank, N.A.</i> is: (a) a current client; (b) a former co-client with affiliate company and current client <i>JPMorgan Securities LLC</i> in a group representation of rue21 term lenders closed in 2019; and (c) a co-client in current matters with affiliate companies and current clients <i>JPMorgan Private Bank</i> and <i>JP Morgan Trust Company of Delaware;</i> Parent company <i>JPMorgan Chase & Co.</i> is: (a) a current client; (b) a co-client in a current matter with current client <i>The</i>

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
		<p><i>Bank of Nova Scotia</i>; and (c) the indemnitor and employer of an individual who is a current client (opened 2020);</p> <ul style="list-style-type: none"> • Affiliate company <i>JPMorgan Securities LLC</i> is: (a) a current client; (b) a co-client in a current matter with current client <i>Citigroup, Inc.</i>; (c) a co-client in a current matter with current client <i>Bank of America Corporation</i>; (d) a former co-client with current client <i>Deutsche Bank AG New York</i> in a matter closed in 2019 and (e) a former co-client with current client <i>BNP Paribas</i> in a matter closed in 2019; • Affiliate company <i>JPMorgan Securities Plc</i> is: (a) a current client; and (b) a former co-client with current client <i>UniCredit Bank AG</i> in a matter closed in 2019; • Affiliate company Highbridge Capital Management LLC is a member of former client Ad Hoc Group of Savers LLC Term Loan Lenders (closed 2019); • Affiliated entities and current clients <i>JPMorgan Chase Retirement Plan Brigade</i> and <i>JPMorgan Chase Retirement Plan Brigade Bank Loan</i>; and JPMorgan Funds – Multi-Manager Alternatives Fund and JPMorgan Trust III – JPMorgan Multi-Manager Alternatives Fund are former co-clients in a group representation of Hexion noteholders closed in 2019; • Affiliated entity <i>JPMorgan Chase Retirement Plan Brigade</i> is: (a) a co-client in two current group representations of iHeart Communications, Inc. former lenders and noteholders; and (b) a former co-client in a group representation of Bon-Ton second lien noteholders closed in 2019; • Affiliated entity <i>JPMorgan Chase Retirement Plan Brigade Bank Loan</i> is: (a) a co-client in a current group representation of iHeart Communications, Inc. former lenders and noteholders; (b) a former co-client with affiliated entity JPMorgan Chase Retirement Plan and current client <i>Brigade Capital</i>

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
		<p>Management, L.P. in a matter closed in 2018; and (c) a former co-client in a group representation of Preferred Proppants term lenders closed in 2019; and</p> <ul style="list-style-type: none"> Affiliate companies JPMorgan Grupo Financiero, S.A. de C.V., JPMorgan Chase, National Association, JPMorgan Business Credit Corporation; and JPMorgan (all closed 2018); and JPMorgan LLC (closed 2019) are former clients.
National Economic Research Associates, Inc. (NERA)	Party to Material Contracts, Unexpired Leases and License Agreements with the Debtors	<ul style="list-style-type: none"> Affiliate companies Victor O. Schinnerer & Company Ltd. and Oliver Wyman Group are former clients (both closed 2018).
Navigant Consulting, Inc.	Party to Material Contracts, Unexpired Leases and License Agreements with the Debtors	<ul style="list-style-type: none"> Navigant Consulting, Inc. and affiliate company Navigant Capital Advisors are co-clients in a current matter.
<p>The Trane Company and its affiliated companies as listed on <u>Schedule 1</u> to this retention application</p> <p>Trane Technologies Holdco Inc.</p> <p>Trane Technologies Charitable Foundation</p> <p>Trane Technologies Plc (f/k/a Ingersoll-Rand Plc)</p> <p>Trane Technologies Company LLC</p> <p>Trane U.S., Inc.</p>	<p>Other Non-Debtor Affiliates</p> <p>Direct Equity Owner of the Debtors</p> <p>Major Current Business Affiliations of Debtors' Managers</p> <p>Major Suppliers of Goods and Services</p>	<ul style="list-style-type: none"> Parent company Trane Technologies Plc (f/k/a Ingersoll-Rand Plc) is a current client; and Affiliated companies Dallah Trane HVAC Maintenance Ltd. and Dallah Trane Manufacturing Company for Air-Conditioning Equipment Ltd. are joint venture entities of former client Ingersoll-Rand European Holding Company BV (closed 2018). <i>See also</i> entry above for Ingersoll-Rand Buford LLC, et al. regarding related disclosure.

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
WABCO Holdings, Inc. Westinghouse Air Brake Company (WABCO)	Contractually Indemnified Parties	<ul style="list-style-type: none"> • Affiliate company <i>Wabtec Corporation</i> (d/b/a Westinghouse Air Brake Technologies Corporation) is a current client; • Affiliate company <i>Wabtec France SAS</i> is a current client in a joint representation with current client <i>Faiveley Transport S.A.</i>; and • Affiliate company WABCO Europe BVBA is a former client (closed 2019).

SCHEDULE 3

Nonexclusive List of Certain Jones Day Professionals
and Their Current Standard Hourly Rates as of June 2020

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE
Mark A. Cody	Chicago	Partner	\$1,150.00
Brad B. Erens	Chicago	Partner	\$1,200.00
Gregory M. Gordon	Dallas	Partner	\$1,300.00
James M. Jones	New York	Partner	\$1,250.00
Troy B. Lewis	Dallas	Partner	\$1,100.00
David S. Torborg	Washington	Partner	\$1,075.00
Caitlin K. Cahow	Chicago	Associate	\$825.00
Adam J. Fitzsimmons	Atlanta	Associate	\$700.00
Genna Ghaul	New York	Associate	\$875.00
Amanda P. Johnson	Chicago	Associate	\$550.00
Christa L. Smith	Dallas	Paralegal	\$375.00

Exhibit D

Disclosure of Compensation of Jones Day

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

DISCLOSURE OF COMPENSATION OF JONES DAY

Pursuant to section 329(a) of the Bankruptcy Code, Bankruptcy Rule 2016(b), and Local Bankruptcy Rule 2016-1, I, Brad B. Erens, hereby certify as follows:

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

2. Prior to the Petition Date, on May 4, 2020, the Debtors paid Jones Day a retainer of \$1,000,000 for professional services and expenses (the "Retainer"). Thereafter, on account of all of its services and expenses, Jones Day (a) issued invoices to the Debtors reflecting applications against the Retainer and (b) received \$800,000 from the Debtors in replenishment of the Retainer.

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

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

3. In the one-year period preceding the Petition Date, Jones Day received payments from the Debtors totaling \$1,800,000 for the Retainer and the replenishments thereof. The applications of the Retainer through the Petition Date reflect (a) certain actual fees and expenses for May 1, 2020 through June 11, 2020 and (b) additional unbilled, anticipated, and/or estimated fees and expenses for that period in June, 2020 prior to the Petition Date.

4. In particular, the Retainer was utilized to pay certain estimated fees and expenses (the "Estimated Amount") for the period prior to the Petition Date. Jones Day expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred for the period prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainer on or about that date; and (c) disclose such adjustment in its first interim fee application. If Jones Day's unbilled actual fees and expenses prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainer and applied by Jones Day consistent with the terms of the Interim Compensation Order. Jones Day will not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

5. As of the Petition Date, the Retainer balance was approximately \$135,405. Jones Day requests that it be permitted to hold any amounts comprising the Retainer (following the reconciliation described herein) as a postpetition retainer subject to the terms of the Interim Compensation Order.

6. An accounting of prepetition payments made to Jones Day by the Debtors in the one-year period preceding the Petition Date is attached hereto as Schedule 1.

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

Dated: June 18, 2020
Chicago, Illinois

/s/ Brad B. Erens
Brad B. Erens
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585

SCHEDULE 1

Accounting Summary of Payments

<u>RETAINER PAYMENTS RECEIVED FROM THE DEBTORS</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED FROM THE DEBTORS
May 4, 2020	\$1,000,000.00	Initial Retainer Payment	\$1,000,000.00
May 29, 2020	\$650,000.00	Retainer Replenishment	\$650,000.00
June 17, 2020	\$150,000.00	Retainer Replenishment	\$150,000.00
TOTAL RETAINER PAYMENTS RECEIVED FROM THE DEBTORS:			\$1,800,000.00
<u>APPLICATIONS OF THE RETAINER</u>			
DATE	INVOICE AMOUNT	TRANSACTION	RETAINER AMOUNT APPLIED
June 5, 2020	\$1,030,837.50	Invoice for legal services rendered from May 1, 2020 through May 31, 2020	\$1,030,837.50
June 12, 2020	\$383,757.50	Invoice for legal services rendered from June 1, 2020 through June 11, 2020	\$383,757.50
June 15, 2020	\$250,000.00	Payment of invoice for estimated legal services rendered from June 12, 2020 through June 17, 2020	\$250,000.00
TOTAL APPLICATIONS OF THE RETAINER:			\$1,664,595.00
<u>RETAINER BALANCE</u>			
BALANCE OF THE RETAINER AS OF THE PETITION DATE:			\$135,405.00