

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

<p>In re ALDRICH PUMP LLC, <i>et al.</i>,¹ Debtors.</p>	<p>Chapter 11 Case No. 20-____ (___) (Joint Administration Requested)</p>
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**MOTION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THEM TO PERFORM UNDER CERTAIN
INTERCOMPANY AGREEMENTS WITH NON-DEBTOR AFFILIATE**

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 authorizing them to perform under certain intercompany agreements with the Debtors' non-debtor affiliate Trane Technologies Company LLC ("New Trane Technologies"). 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 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. The Debtors are parties to certain agreements with their non-debtor affiliate New Trane Technologies (collectively, the "Intercompany Agreements") that are essential to their day-to-day operations.² The Debtors submit that the transactions contemplated by the Intercompany Agreements are ordinary course transactions that do not require Court approval. Nevertheless, out of an abundance of caution and because New Trane Technologies is a non-debtor affiliate of the Debtors, the Debtors hereby seek the entry of an Order, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to perform under the

² The Debtors also are parties to two cash pooling agreements (the "Cash Pooling Agreements") with their respective wholly-owned subsidiaries, 200 Park, Inc. ("200 Park") and ClimateLabs LLC ("ClimateLabs"). The Debtors are separately seeking authority to continue to perform under the Cash Pooling Agreements by 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*, filed contemporaneously herewith. Therefore, the Cash Pooling Agreements are not included as Intercompany Agreements pursuant to this Motion.

Intercompany Agreements pursuant to sections 105(a) and 363(c) of the Bankruptcy Code or, to the extent relevant, section 363(b) of the Bankruptcy Code.³ The Intercompany Agreements consist of the following:

- (a) a services agreement between New Trane Technologies, as provider, and Aldrich, as recipient (the "Aldrich Services Agreement"), which is attached hereto as Exhibit B;
- (b) a services agreement between New Trane Technologies, as provider, and Murray, as recipient (the "Murray Services Agreement," together with the Aldrich Services Agreement, the "Services Agreements" and each, individually, a "Services Agreement"), which is attached hereto as Exhibit C; and
- (c) a secondment agreement among New Trane Technologies, as provider, and the Debtors, as recipients (the "Secondment Agreement"), which is attached hereto as Exhibit D.

Facts Relevant to This Motion

The 2020 Corporate Restructuring

6. As further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors.

7. On May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring").

8. As a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, New Trane

³ For the avoidance of doubt, this Motion does not seek to assume the Intercompany Agreements, and the Debtors reserve all rights with respect to assumption or rejection of the Intercompany Agreements under section 365 of the Bankruptcy Code.

Technologies and Trane U.S. Inc. ("New Trane"). Respectively and, as applicable, (a) Aldrich and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane.

9. Among other things, at the time of the 2020 Corporate Restructuring, Aldrich was allocated a 100 percent equity interest in 200 Park, which manufactures chillers for commercial HVAC and process cooling applications, and Murray was allocated a 100 percent equity interest in ClimateLabs, which provides laboratory testing, analysis, and reporting services. In addition, two funding agreements (together, the "Funding Agreements")⁴ were established, one between New Trane Technologies and Aldrich and one between New Trane and Murray. Generally, the Funding Agreements provide the Debtors with access to funding for their ordinary course costs and expenses (including the costs of administering the Chapter 11 Cases) to the extent that any cash distributions received by the Debtors from their operating subsidiaries are insufficient. Further, the Funding Agreements ensure that each of the Debtors has the same ability to satisfy asbestos claims as Old IRNJ and Old Trane had before the 2020 Corporate Restructuring, including funding for a section 524(g) trust as provided in a confirmed plan of reorganization to the extent that any cash distributions received by the Debtors from their operating subsidiaries and the Debtors' other assets are insufficient to provide that funding. In

⁴ 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.

each case, the Funding Agreements impose no corresponding repayment obligation on the Debtors; they are not loans.

10. In addition, as part of the 2020 Corporate Restructuring, the Debtors entered into the Intercompany Agreements discussed below.

The Intercompany Agreements⁵

11. Prior to the 2020 Corporate Restructuring, employees of Old IRNJ—who, post-2020 Corporate Restructuring, are employees of New Trane Technologies—provided certain business, administrative, tax, legal, and other services to Old IRNJ and Old Trane in their day-to-day operations. In addition, certain employees of Old IRNJ and Old Trane—who, post-2020 Corporate Restructuring, are now employees of New Trane Technologies—provided legal and administrative services to Old IRNJ and Old Trane relating to their asbestos litigation. As a result, those employees have significant historical knowledge of, and expertise relating to, the Debtors' asbestos-related liabilities, and they performed critical roles in managing that litigation.

12. Rather than hiring new personnel or creating new systems and capabilities to support the Debtors' day-to-day activities, the Debtors entered into the Intercompany Agreements, which provide the Debtors with access to (a) critical support services and (b) personnel with institutional knowledge of the defense and management of the

⁵ The summary of the Intercompany 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 Intercompany Agreements. In the event of any inconsistency between the description herein and the Intercompany Agreements, the Intercompany Agreements shall govern in all respects.

asbestos-related claims against the Debtors. The Intercompany Agreements are described below.⁶

The Services Agreements

13. Services Under the Services Agreements.⁷ Each of the Debtors entered into a separate Services Agreement with New Trane Technologies. Pursuant to the Services Agreements, New Trane Technologies provides a wide array of business, administrative, tax, legal, and other services that are critical for the day-to-day operations of the Debtors. These services (the "Services") include:

- Strategic Services: development and management of organizational objectives and practices; identification of, and due diligence with respect to, potential acquisition targets; identification of non-core businesses for potential disposal or closure and assistance with the disposal or closure process; purchasing management strategies and market research; cross-selling strategies;
- Administrative Services: organization, planning, implementation, operation, and maintenance of: (a) internal accounting and cost control systems and procedures; (b) electronic data processing applications; (c) telecommunications (including voice and data transmission); (d) statutory financial reporting; (e) budget planning and analysis; (f) liability, casualty, and property insurance; (g) human resource planning, management, recruitment, training, and remuneration; and (h) leadership and other organizational events;
- Finance and Treasury Services: cash flow planning, foreign currency management, intra-group and third party financing and risk management; assistance relating to asset management; and other long range financial planning; and
- Tax and Legal Services: tax planning with respect to acquisitions, restructurings, disposals, financing structures, purchasing and sales

⁶ As part of the 2020 Corporate Restructuring, 200 Park and ClimateLabs also entered into intercompany agreements with certain of the Debtors' affiliates. The Debtors are not parties to any of those agreements, and they are not subject to this Motion or addressed further herein.

⁷ Exhibit A to each of the Services Agreements comprehensively addresses services that could be provided to the Debtors, as needed.

transactions; oversight of tax compliance and development of tax compliance policies and procedures; legal documentation; and litigation support.

14. General Terms of the Services Agreements. Key terms of each of the Services Agreements include the following:

- Fees and Billing Under the Services Agreements. Fees for each Service performed by New Trane Technologies (or one of its affiliates) (the "Service Fees") are described in Exhibit B to the Services Agreements. See Services Agreements at § 2, Ex. B. The Service Fees generally consist of (a) an amount that results in New Trane Technologies (or its affiliate) recovering its costs related to its performance of Services (subject to certain cost allocations among multiple affiliates receiving similar services) plus (b) if necessary to ensure compliance with internationally accepted pricing, an amount that results in New Trane Technologies (or its affiliate) realizing an arm's length financial return for its performance of Services (the "Services Markup Amount"). Id. at Ex. B.⁸ The Services Markup Amount is evaluated periodically to ensure compliance with internationally accepted pricing.⁹ Id. In no event will the Services Markup Amount for a type of Service be greater than the mark-up charged by New Trane Technologies (or its affiliates) to non-Debtor affiliates receiving similar services from New Trane Technologies (or its affiliates). Id. New Trane Technologies submits an itemized invoice for the applicable Service Fees to each of the Debtors on a monthly basis. Id. The Service Fees are payable within 60 days of the invoice date. Id.
- Change Requests. Either party to the Services Agreement may submit a written request for a change to the scope of Services. Id. at § 5. Within 30 days after receipt of any such request, the parties will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Id.
- Term and Termination. Either party to the Services Agreement may terminate one or more of the Services by providing at least 180 days' written notice to the other party. Id. at § 1. The Services

⁸ Any costs incurred from the engagement of, or purchases from, a third party in connection with the provision of services under the applicable Services Agreement may be charged to the recipient of such services. Id. at Ex. B.

⁹ The Services Markup Amount also will be reviewed in the event that significant or material changes or restructurings occur that impact the business operations of New Trane Technologies (or its affiliates) and/or either Debtor. Id.

Agreement will automatically terminate when all Services thereunder have been terminated. Id. Services also may be terminated for cause due to certain events of default under the Services Agreement. Id. at §§ 9(a)-(b). The Services Agreement will terminate automatically in the event that Trane Technologies plc, a public limited company incorporated in Ireland ("Trane Technologies"), or its successor no longer owns, directly or indirectly, a 100% interest in both the Debtor recipient and New Trane Technologies. Id. at §9(c).

- Dispute Resolution. In the event of a dispute between the Debtor recipient and New Trane Technologies related to the Services Agreement, representatives of the parties will first attempt to resolve the dispute on an informal basis. Id. at § 6(a). If they are unable to do so within a reasonable period of time, the representatives may draft a joint or separate written description of the dispute (each, a "Dispute Description") to use in the dispute resolution process. Id. If the representatives are still unable to resolve the dispute thereafter, they will submit the Dispute Descriptions to the highest executive officer of each of the parties. Id. at § 6(b). The highest executive officers may take any action necessary, appropriate, or desirable to resolve the dispute, including negotiation, non-binding mediation, or other means. Id. If those officers are unable to resolve the dispute within a reasonable period, they will submit the dispute to their respective boards or other governing bodies. Id. The boards or such other governing bodies may take such action (if any) as deemed necessary, appropriate, or desirable with respect to the dispute, including the pursuit of remedies that may be available at law or in equity. Id. Pending dispute resolution procedures will not, in and of themselves, (a) relieve either party from its obligations to perform under the Services Agreement or (b) delay or suspend the provision of services or payment of undisputed services thereunder. Id. at § 6(c).
- Indemnification. The Services Agreement provides for mutual indemnification obligations, whereby each party to the agreement agrees to defend, indemnify, and hold the other party harmless from and against all claims and liabilities and associated costs and expenses, arising from the indemnitor's (a) negligence or other legal fault in performing under the Services Agreement, (b) misrepresentation or breach of the representations and warranties in the Services Agreement, or (c) noncompliance with any covenants, agreement, or undertakings in the Services Agreement. Id. at § 8(a)(i). There is no obligation under the Services Agreement to indemnify for any loss or liability caused by the sole negligence, fraud, or willful misconduct of the

indemnified party. Id. at § 8(a)(ii). Further, any indemnification obligations will be reduced proportionately to the extent the loss or liability is caused by the indemnified party's acts or omissions. Id.

The Secondment Agreement

15. In addition to the Services Agreements, the Debtors entered into the Secondment Agreement with New Trane Technologies to obtain the professional services of certain New Trane Technologies employees. Under the Secondment Agreement, New Trane Technologies seconded to the Debtors three employees (collectively, the "Seconded Employees") who provide legal and related services with respect to managing the asbestos-related liabilities of the Debtors. See Secondment Agreement, Recital A. Among other things, the Seconded Employees have institutional and historical knowledge of litigation involving the asbestos-related liabilities of the Debtors that they bring to bear when performing such services. The Seconded Employees further include the chief legal officer for each of the Debtors.

16. Among other terms, the Secondment Agreement provides for the following:

- Seconded Portion of Working Hours. Each Seconded Employee will be seconded to the Debtors for a designated portion of that employee's working hours (the "Seconded Portion"). See Secondment Agreement, § 1(a). The Seconded Portion for each Seconded Employee will be further divided between services provided to Aldrich (the "Aldrich Share") and services provided to Murray (the "Murray Share"). Id. From time to time, the Debtors may (a) increase, up to 100%, or decrease, down to 0%, the Seconded Portion of any Seconded Employee (except that the Seconded Portion for any Seconded Employee holding the office of either Debtor's chief legal officer or substantially similar office will at all times equal 100%) or (b) change the Aldrich Share and Murray Share of any Seconded Employee (provided, however, that the sum of the Aldrich Share and Murray Share will at all times equal 100%). Id. at § 1(b).
- Monthly Fees. The Secondment Agreement requires each of the Debtors to pay a monthly fee for the ongoing services of each Seconded Employee equal to one-twelfth of such employee's

annual base salary multiplied by (a) such employee's Seconded Portion for the applicable month and (b) either such employee's (i) Aldrich Share or (ii) Murray Share for the month, as applicable. Id. at § 3(a). The monthly fee for a Seconded Employee will be prorated if such employee's (a) employment with New Trane Technologies or (b) secondment to the Debtors begins after the start of a calendar month or ends before the close of a calendar month. Id. The monthly fee for a Seconded Employee may be adjusted periodically with the joint written agreement of the Debtors. Id. at § 3(b). In addition, the Secondment Agreement makes clear that (a) New Trane Technologies, as employer of the Seconded Employees, is solely responsible for all compensation, benefits, and other expenses for its Seconded Employees (including tax obligations); and (b) the Debtors have no liability or responsibility for such obligations. Id. at § 2.

- Term and Termination. The Secondment Agreement will remain in effect until terminated (a) by mutual agreement of New Trane Technologies and the Debtors or (b) by the Debtors on 30 calendar days' advance joint written notice. Id. at § 4(a). The Secondment Agreement will terminate automatically in the event that Trane Technologies, or its successor no longer owns, directly or indirectly, a 100% interest in both the Debtors and New Trane Technologies. Id.
- Use of Seconded Employees. Each Seconded Employee will perform the duties assigned to him or her from time to time, as directed by the officers or managers of the applicable Debtor. Id. at § 1(c). The Seconded Employees must keep confidential each Debtor's proprietary information, including after the conclusion of the secondment. Id. Nothing in the Secondment Agreement prohibits a Debtor from hiring any Seconded Employee who terminates his or her employment relationship with New Trane Technologies; provided, however, that neither Debtor may hire any such Seconded Employee without the written consent of the other Debtor. Id. at § 1(f).
- Termination and Replacement Employees. The Debtors may terminate the secondment of any Seconded Employee upon 10 business days' advance joint written notice to New Trane Technologies, and may request from, and have provided by, New Trane Technologies a replacement Seconded Employee. Id. at § 1(e). In addition, if any of the Seconded Employee terminates employment with New Trane Technologies, New Trane Technologies will immediately notify the Debtors who may request from, and have provided by, New Trane Technologies a replacement Seconded Employee. Id. at § 1(f). New Trane

Technologies may not remove any of the Seconded Employees from the Debtors without the agreement of the Debtors. Id. at § 1(d).

- Indemnification. Under the Secondment Agreement, each Debtor has agreed to indemnify and hold New Trane Technologies harmless from any losses to the extent that such losses arise from, relate to, or otherwise result in respect of such Debtor's supervision, control, direction, management, or termination of any Seconded Employee. Id. at § 4(b). In exchange, New Trane Technologies has agreed to indemnify and hold each Debtor harmless from any losses to the extent that such losses arise from, relate to, or otherwise result in respect of New Trane Technologies' employment, supervision, control, direction, management, or termination of any Seconded Employee. Id. at § 4(c).

Argument

The Debtors May Perform Under the Intercompany Agreements in the Ordinary Course

17. The Debtors believe that the Intercompany Agreements are transactions in the ordinary course of their businesses, and, therefore, they may continue to perform under such agreements after the Petition Date without the need for Court approval. Nevertheless, because counterparty New Trane Technologies is a non-debtor affiliate of the Debtors, and out of an abundance of caution, the Debtors seek an order of this Court confirming their authority to continue to perform under the Intercompany Agreements.

18. Under section 363(c)(1) of the Bankruptcy Code, a debtor in possession may "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Section 363 of the Bankruptcy Code is structured to serve the "'overriding goal of maximizing the value of the estate' by striking the optimal balance between the interests of the debtor and the creditors." Habinger, Inc. v. Metro. Cosmetic and Reconstructive Surgical Clinic, P.A., 124 B.R. 784, 786 (Bankr. D. Minn. 1990) (citing United States ex rel. Harrison v. Estate of Deutscher (In re H&S Transp. Co., Inc.), 115 B.R. 592 (M.D. Tenn. 1990)). In particular, section 363(c)(1) of the Bankruptcy Code provides a debtor in

possession with the flexibility to engage in those transactions relating to 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); Harrison, 115 B.R. at 598-99. To that end, "[t]he 'ordinary course of business' standard is purposely not defined so narrowly as to deprive a debtor of the flexibility it needs to run its business and respond quickly to changes in the business climate." Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 617 (Bankr. S.D.N.Y. 1986).

19. Courts have determined the "ordinary course of business" through two inquiries, referred to as the "vertical" test and the "horizontal" test. See Poff v. Poff Constr., Inc. (In re Poff Constr., Inc.), 141 B.R. 104, 106 (W.D. Va. 1991) (noting that these tests, derived from the Johns-Manville Corp. ruling, are widely followed by courts interpreting the "ordinary course of business" standard); Habinger, 124 B.R. at 786. The "vertical" test involves an "examination of the pre-petition relationship between the debtor and his creditors to determine whether the transaction in question was ordinary in the context of that relationship." Poff, 141 B.R. at 106. The "horizontal" test determines "whether, from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry." Roth, 975 F.2d at 953; accord Poff, 141 B.R. at 106.

20. The Intercompany Agreements are ordinary course under both the vertical test and the horizontal test. With respect to the vertical test, the Intercompany Agreements have been in place since the formation of the Debtors and throughout the prepetition period. Performance under those agreements therefore is consistent with prepetition practice and expectations of the Debtors and their creditors. Moreover, the terms of the Services Agreements

are similar to the intercompany practices of Old IRNJ, Old Trane, and their affiliates prior to the 2020 Corporate Restructuring. Not only are the Intercompany Agreements consistent with the Debtors' prepetition operations, they are essential to the Debtors' ability to conduct their day-to-day business activities. These agreements provide the Debtors with their Seconded Employees and access to the "back office" support that they otherwise lack.

21. The Intercompany Agreements are ordinary course under the horizontal test, as well, because these types of intercompany arrangements are commonly used among affiliated companies. Indeed, the Intercompany Agreements are consistent with intercompany practices among the Debtors' non-Debtor corporate affiliates. It would be unduly burdensome and costly for each affiliate in an enterprise to establish its own duplicative systems, programs, and capabilities. For that reason, even before the 2020 Corporate Restructuring, Old IRNJ, Old Trane, and their affiliates used similar intercompany arrangements for years.

22. Specifically, companies frequently enter into services agreements to provide business, administrative, legal, and other similar services to their affiliates. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 23, 2020) (requesting authority to perform under services agreements with non-debtor affiliates that provided for various corporate, legal, technical, financial, and administrative services to the debtor, and characterizing the agreements as ordinary course; approved by order of the Court) (the "DBMP Motion"); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 2, 2017) (same; approved by order of the Court) (the "Bestwall Motion"); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Feb. 3, 2017) (requesting authority to perform under services agreement with a non-debtor affiliate covering asbestos-related litigation and other legal, technical, and accounting services, and characterizing the contract as ordinary course; approved by order of the

Court) (the "Kaiser Gypsum Motion"); In re Garlock Sealing Techs., No. 10-31607 (GRH) (Bankr. W.D.N.C. June 5, 2010) (seeking authority to continue to perform under, and assume, certain intercompany services agreements with the debtors' non-debtor affiliates covering a range of operational, financial, human resources, information technology, and business services; approved by order of the Court) (the "Garlock Motion"); In re Amsterdam House Continuing Care Retirement Cmty., Inc., No. 14-73348 (AST) (Bankr. E.D.N.Y. Oct 23, 2014) (approving as part of the implementation of the debtor's plan an administrative services agreement between the debtor and its affiliates); In re Specialty Prods. Holding Corp., No. 10-11780 (KJC) (Bankr. D. Del. June 7, 2010) (describing the debtors' prepetition ordinary course practice of contracting with affiliates to provide various corporate and administrative services and seeking authority to enter into administrative services agreement with non-debtor affiliate; approved by court order) (the "Specialty Products Motion").

23. It also is common practice for companies to second their employees to affiliated entities to assist the affiliates in securing such employees' services while bearing some portion of the costs of their employment. See DBMP Motion (requesting authority to perform under secondment agreement with non-debtor affiliate that seconded to the debtor employees with knowledge of the debtor's asbestos-related liabilities, and characterizing the agreement as ordinary course; approved by order of the Court); Bestwall Motion (requesting authority to perform under secondment agreements with non-debtor affiliates that seconded to the debtor (a) employees with knowledge of the debtor's asbestos litigation, including the debtor's chief legal officer; and (b) an employee to provide finance-related services, and characterizing the agreements as ordinary course; approved by order of the Court); see also In re SH 130 Concession Co., LLC Zachry Toll Rd. - 56 LP Cintra TX 56 LLC, No. 16-10262 (TMD) (Bankr.

W.D. Tex. Mar. 2, 2016) (seeking to continue practices in the ordinary course relating to the secondment of the debtor's chief executive officer, chief financial officer, and chief operating officer from affiliates of the debtor; approved by court order); In re Northshore Mainland Servs. Inc., No. 15-11402 (KJC) (Bankr. D. Del. June 29, 2015) (seeking authority to make payments relating to the debtor's secondment of "expert personnel that are an integral part of the [d]ebtors' management and oversight" of its construction operations; approved by court order); Specialty Products Motion (describing the debtor's prepetition agreement to receive the services of a non-debtor subsidiary's employee and to pay for those services based on the percentage of the employee's time devoted to the debtor, and seeking authority to enter into similar arrangement; approved by court order).

24. Moreover, the Debtors' costs for the Services and the Seconded Employees provided under the Intercompany Agreements are fair and reasonable. For example, each Debtor pays only the portion of the Seconded Employees' base salaries that corresponds to the amount of time such employees spend working for the Debtor. The Debtors do not bear the many other costs associated with their employment, including employee benefits, employer payroll taxes, employee tax withholding, trust funds, surcharges, allowances, or deductions arising out of or relating to their employment or payment of their compensation. Similarly, the fees charged for the Services are fair and reasonable, as they are consistent with rates New Trane Technologies charges its other affiliates for such services and rates charged among the Debtors' non-Debtor affiliates for similar services. These are market or below-market rates. When New Trane Technologies provides certain Services through a third party, the fees for those services are based on the amounts actually charged by the third party.

25. Relief authorizing performance under similar agreements has been granted in this District and other districts. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Mar. 17, 2020) (granting the DBMP Motion and granting the debtor authority to perform under certain intercompany services and secondment agreements with non-debtor affiliates); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Dec. 7, 2017) (granting the Bestwall Motion and granting the debtor authority to perform under certain intercompany services and secondment agreements with non-debtor affiliates); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Mar. 24, 2017) (granting the Kaiser Gypsum Motion and confirming the debtors' authority to perform under services agreement with a non-debtor affiliate); In re Garlock Sealing Techs., No. 10-31607 (JCW) (Bankr. W.D.N.C. June 8, 2010) (granting the Garlock Motion and granting the debtors authority to continue to perform under intercompany services agreements with non-debtor affiliates); see also In re Northshore Mainland Servs. Inc., No. 15-11402 (KJC) (Bankr. D. Del. July 30, 2015) (authorizing the debtors to pay critical vendors of goods and services, including the services of seconded employees); Specialty Prods. Holding Corp., No. 10-11780 (JKF) (Bankr. D. Del. June 30, 2010) (granting the Specialty Products Motion and authorizing the debtors to enter into agreements to obtain corporate and administrative services and the services of certain employees of non-debtor affiliates).

Authorization to Perform Under the Intercompany Agreements Is Warranted Even if They Are Not Ordinary Course

26. In the alternative, to the extent the Intercompany Agreements could be characterized as transactions outside of the ordinary course, performance under these agreements nonetheless is warranted under section 363(b) of the Bankruptcy Code.

27. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor in possession "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate...." 11 U.S.C. § 363(b)(1). Under applicable case law in this and other circuits, if a debtor's proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved. See, e.g., In re MCSGlobal Inc., 562 B.R. 648, 654 (Bankr. E.D. Va. 2017) ("Courts generally look to the trustee's business judgment in analyzing asset sales under Section 363(b)."); In re Century Drive LHDH, LLC, 2010 WL 1740560, *2 (Bankr. E.D.N.C. Apr. 28, 2010) ("In reviewing a proposed ... transaction under this section [363(b)], the court should consider whether the debtor-in-possession has exercised sound business judgment such that approval of the proposed course of action is warranted."); see also Allen v. Absher (In re Allen), 607 F. App'x 840, 843 (10th Cir. 2015) ("The 'business judgment' test applies to determine whether a sale under § 363(b) [of the Bankruptcy Code] should be approved."); ASARCO, Inc. v. Elliott Mgmt. (In re ASARCO, L.L.C.), 650 F.3d 593, 601 (5th Cir. 2011) (stating that section 363(b) of the Bankruptcy Code "incorporates a business judgment standard" and that such standard "is flexible and encourages discretion").

28. The Debtors' continued performance under the Intercompany Agreements satisfies the requirements of the business judgment rule. The Debtors have determined, in the sound exercise of their business judgment, that the Intercompany Agreements are both (a) fair and (b) in the best interests of their estates and parties in interest. The Debtors are in need of certain business, administrative, tax, legal, and other services, and it would be unduly burdensome for the Debtors to (a) recruit, hire, and train new personnel and (b) create new administrative and management systems, including employee payroll and benefit systems that

otherwise are not needed. To do so during these Chapter 11 Cases, in particular, would divert valuable time and resources away from the Debtors' restructuring efforts. Moreover, the costs to the Debtors to continue performance under the Intercompany Agreements is fair and reasonable, particularly since they are based on (a) the actual costs of the Seconded Employees' base salaries (without the additional costs of any other aspect of compensation or benefits) and (b) the market, or below-market, cost of the applicable Services.

29. If the Debtors were unable to receive employee and other services under the Intercompany Agreements, the Debtors likely would need to contract with a different provider to receive such integral services. Any such contract with a different provider would not be expected to be on such favorable terms, particularly since New Trane Technologies does not pass all actual costs through to the Debtors. Moreover, the Intercompany Agreements provide the Debtors with access to the services of experienced employees with significant historical knowledge and expertise relating to the Debtors' asbestos-related claims, which are the focus of these Chapter 11 Cases.

30. For the foregoing reasons, the Debtors respectfully submit that the Intercompany Agreements are reasonable and in the best interests of the Debtors' estates, and their request to continue to perform under them should be approved.

Notice

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

No Prior Request

32. 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 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,

/s/ John R. Miller, Jr.

C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
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-and-

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(Admission *pro hac vice* pending)

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

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-____ (___)

(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS TO PERFORM UNDER
CERTAIN INTERCOMPANY AGREEMENTS WITH NON-DEBTOR AFFILIATE**

This matter coming before the Court on the *Motion of the Debtors for an Order Authorizing Them to Perform Under Certain Intercompany Agreements With Non-Debtor Affiliate* (the "Motion"),² filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Motion, the Intercompany Agreements, and the First Day Declarations and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing");

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

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

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 pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion and the Hearing was sufficient under the circumstances, (e) the Debtors' continued performance and receipt of services under the Intercompany Agreements is a reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates, and (f) the terms of the Intercompany Agreements are fair and reasonable; 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. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized to perform all of their obligations, and receive all benefits, under the Intercompany Agreements, including their obligations to pay any fees or costs thereunder, for the period from and after the Petition Date. All transactions contemplated by the Intercompany Agreements, including the payment of fees or costs to New Trane Technologies, are approved.
3. 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; (e) a limitation on the authority of the Debtors to conduct their businesses in the ordinary course without seeking

the approval of the Court; or (f) an acknowledgment or consent by New Trane Technologies to the jurisdiction of this Court or any other court.

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

5. 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

Exhibit B

Aldrich Services Agreement

SECOND AMENDED AND RESTATED SERVICES AGREEMENT

This SECOND AMENDED AND RESTATED SERVICES AGREEMENT, dated as of June 15, 2020 (this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("Provider"), and ALDRICH PUMP LLC, a North Carolina limited liability company ("Recipient"), for Provider to provide Recipient certain services listed on Exhibit A.

RECITALS

A. On May 1, 2020, Trane Technologies Company LLC, a Texas limited liability company ("New TTC (TX)"), and Aldrich Pump LLC, a Texas limited liability company ("Aldrich Pump (TX)"), executed and delivered a services agreement dated May 1, 2020 (the "Original Agreement").

B. Following the execution and delivery of the Original Agreement, New TTC (TX) effected a conversion (the "DE Conversion") into Provider, a Delaware limited liability company, and Aldrich Pump (TX) effected a conversion (the "NC Conversion") into Recipient, a North Carolina limited liability company.

C. On May 1, 2020, Provider and Recipient amended and restated the Original Agreement (as so amended, the "Amended and Restated Agreement") to reflect that the NC Conversion and DE Conversion had occurred and that Provider, a Delaware limited liability company, and Recipient, a North Carolina limited liability company, were the parties to such agreement.

D. Provider and Recipient now desire to amend and restate the Amended and Restated Agreement to clarify the intent of the parties hereto with respect to the fees for services hereunder.

E. Provider continues to desire to provide to Recipient, and Recipient continues to desire to obtain from Provider, certain services as set forth on Exhibit A as requested by Recipient.

F. Recipient acknowledges that Provider and its affiliates are not in the business of providing such services to third parties, but Provider is willing to provide such services, and Recipient is willing to accept such services, on the terms hereof and strictly in consideration of their status as affiliated entities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements in this Agreement, the parties hereto hereby agree as follows:

1. SERVICES, TERM AND TERMINATION.

a. Services and Term. Provider will (or will cause one of its affiliates to) provide to Recipient the services set forth on Exhibit A as requested by Recipient (the

“Services”) from the Effective Time (as defined below) until such services are terminated in accordance with Section 1(b) or Section 9. Recipient expressly acknowledges and agrees that Provider’s obligations hereunder to provide the Services may be satisfied by an affiliate of Provider, subject to the other terms and conditions of this Agreement. For purposes of this Agreement, the “Effective Time” means 12:00 p.m., Eastern Time, on May 1, 2020.

b. Termination of Service. Until this Agreement has been terminated under Section 9, either Provider or Recipient may terminate one or more of the Services identified on each Exhibit A by providing no less than 180 days written notice to the other party. At such time as all Services have been terminated under this Section 1(b), this Agreement will automatically terminate without notice and without any other action by either party hereto.

2. SERVICES FEE. In consideration for each of the Services, Recipient agrees to pay Provider amounts determined (including any interest payable thereon or taxes related thereto) and invoiced, in each case, as set forth in Exhibit B to this Agreement (the “Service Fees”) with respect to each Service.

3. SERVICES.

a. Provider’s Obligations. Provider will use reasonable commercial efforts to perform its obligations under this Agreement and Exhibit A and will provide (or will cause its affiliates to provide) the Services in accordance with the policies and normal and ordinary procedures and practices of Provider to the extent such policies, procedures and practices do not contradict this Agreement or Exhibit A. In providing the Services, Provider will use reasonable commercial efforts to (i) comply in all material respects with all Legal Requirements (as defined below) and (ii) not violate or infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. Provider may, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services on behalf of Provider in satisfaction of its obligations under this Agreement, at no additional cost to Recipient. “Legal Requirement” means any applicable federal, state, local, municipal, foreign, international or multinational constitution, law, regulation, ordinance, order, rule or treaty, or principle of common law.

b. Recipient’s Obligations. Recipient will assist Provider in timely accomplishing its obligations under this Agreement by using reasonable commercial efforts to (i) provide all necessary or reasonably requested documents, information, access to personnel and other resources, (ii) provide timely decisions, approvals and acceptances, and (iii) take such other reasonably requested actions necessary, appropriate or desirable for the efficient and effective provision of the Services. Without limiting the generality of the foregoing, at any time Provider’s employees are providing the Services at a facility or other property owned or leased by Recipient, Recipient will provide, at no cost to Provider, reasonable and suitable accommodations for such employee’s provision of Services at such facility or other property.

4. **EQUIPMENT.** Except as set forth in Exhibit A or as is otherwise agreed in writing, Provider will provide (or obtain access to) all equipment and accessories (including computer servers, racks and other equipment) reasonably required to perform the Services. Any such equipment and accessories that is property of Provider will remain the property of Provider and will not be transferred to Recipient hereunder.

5. **CHANGE REQUESTS AND AMENDMENTS.** If Provider or Recipient desires a change in the scope of the Services, the party hereto requesting the change will submit a written request for change of Service (the "Change Request"). Within 30 days after receipt of the Change Request, Provider and Recipient will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Provider and Recipient may substitute one or more revised versions of Exhibit A as they mutually agree from time to time.

6. **DISPUTE RESOLUTION.**

a. Disputes Resolved by Representatives. If a dispute arises between Provider and Recipient related to this Agreement, the representative of each of Provider and Recipient who identified the dispute will attempt to resolve the dispute amicably and on an informal basis as promptly as practicable. If the representatives who identified the dispute are unable to resolve the dispute within a reasonable period of time, each representative will submit to the other a reasonably detailed written description of the dispute and the requested relief (the "Dispute Description") or the representatives may agree on one Dispute Description. The representatives will attempt to resolve the dispute by negotiation and may revise their respective Dispute Descriptions.

b. Dispute Referred to Highest Executive Officer and Board of Directors. If the dispute is not resolved within a reasonable period of time after the Dispute Descriptions are provided, each representative will submit the Dispute Descriptions to the highest executive officer of Provider or Recipient, as applicable, and notify the representative of the other party hereto. The highest executive officers may take any action necessary, appropriate or desirable to resolve the dispute, including negotiation, non-binding mediation or other means. If the highest executive officers are unable to resolve the dispute within a reasonable period, they will submit the dispute to their respective boards or other governing bodies, such as managing members or general partners. The boards or such other governing bodies may take such action (if any) as deemed necessary, appropriate or desirable with respect to the dispute, including the pursuit of remedies that may be available at law or in equity.

c. No Interruption. While pending, these dispute resolution procedures will not, in and of themselves, relieve either Provider or Recipient from its respective duty to perform under this Agreement or delay or suspend the operation of the Services or payment for undisputed Services.

7. **REPRESENTATIONS AND WARRANTIES.**

a. Representations and Warranties. Each of Provider and Recipient represents and warrants to the other party hereto that:

i. it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized;

ii. it has the full power and authority to execute, deliver and perform this Agreement; and

iii. the execution, delivery and performance of this Agreement have been duly authorized by it.

b. No Other Warranties. THIS SECTION 7 IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND. PROVIDER MAKES NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION.

a. General Indemnification.

i. Indemnification. Each of Provider and Recipient (the indemnifying party being referred to in this Section 8 as the “Indemnitor”) will defend, indemnify and hold harmless the other party hereto and its shareholders, partners, members, managers, directors, officers, employees and agents (collectively, the “Indemnified Parties”), from and against all claims, strict liability claims, demands, causes of action, judgments, liability and associated costs and expenses, including reasonable attorney’s fees, arising from:

(1) the negligence or other legal fault of the Indemnitor in performing this Agreement or any Services,

(2) the misrepresentation or breach of the representations and warranties of the Indemnitor in this Agreement, or

(3) noncompliance by the Indemnitor with any covenants, agreement or undertakings of the Indemnitor in this Agreement.

ii. Limitations on General Indemnification. The indemnity described in Section 8(a)(i) above will apply notwithstanding the active or passive negligence or gross negligence of one or more of the Indemnified Parties, but the Indemnitor’s liability to indemnify the Indemnified Party will be reduced proportionately to the extent that an act or omission of the Indemnified Party may have contributed to the Indemnified Party’s claimed liability or loss. No Indemnified Party will be indemnified for loss, liability, injury or damage resulting from its sole negligence, fraud or willful misconduct. The indemnification provided by the Indemnitor will be only for damages, costs and expenses net of any insurance proceeds received by the Indemnified Party in respect of the damages claimed. The liability of Provider for damages to

Recipient for any cause of action, regardless of the form of action, whether in contract or in tort, including negligence or gross negligence, will be limited to the payments made under this Agreement for the specified Service that caused the damage during the period in which the damage was incurred.

b. Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement or at law or in equity, neither Provider nor Recipient will be liable to any Indemnified Party for punitive, special, indirect, incidental or consequential damages (including damages for loss of business profits, loss of data, loss of use, business interruption or any other loss) however caused, under any theory of liability, arising from or relating to any claim made under this Agreement or regarding the provision of or the failure to provide goods or services under this Agreement. This Section 8(b) will not, of itself, limit the obligations of Provider or Recipient with respect to payment of damages of any kind included in an award or settlement of a third-party claim under any indemnity in this Agreement.

c. Claims Procedure. Upon the request of an Indemnified Party, the Indemnitor will defend any suit asserting a claim covered by this indemnity and will pay all costs, including reasonable legal fees, which may be incurred by such Indemnified Party in enforcing this indemnity. The Indemnitor will not settle any litigation unless the settlement includes an unconditional release by the claimant of the Indemnified Party from all liability with respect to the claim, which release is satisfactory to the Indemnified Party in its reasonable discretion. Each indemnity in this Agreement is a continuing obligation, separate and independent of the other obligations of each of Provider and Recipient, and survives termination of this Agreement. An Indemnified Party need not incur expense or make payment before enforcing an indemnity under this Agreement.

9. EVENTS OF DEFAULT, REMEDIES, AND DIVESTITURE.

a. Event of Default. An “Event of Default” with respect to any Service or Services will mean, with respect to Provider or Recipient, whichever is alleged to have taken or been affected by any of the actions set forth below (the “Defaulting Party”):

- i. the failure by the Defaulting Party to make when due any payment required under this Agreement for the Service or Services, if not remedied within 15 business days after written notice of the failure is given to the Defaulting Party; or
- ii. the breach of a covenant in this Agreement, including Section 3, related to and material to the Service or Services, if the breach is not excused by force majeure (as set forth in Section 12) or remedied within 20 business days after written notice is given to the Defaulting Party.

b. Remedies Upon an Event of Default. If an Event of Default occurs, the non-Defaulting Party at its election may (i) invoke the dispute resolution procedures in

Section 6, (ii) terminate the Service or Services for which an Event of Default has occurred, or (iii) withhold any payments due for the Service or Services for which an Event of Default has occurred until the Event of Default is remedied.

c. Automatic Termination Upon Divestiture. In the event that Trane Technologies plc, a public limited company incorporated in Ireland, or its successor no longer owns, directly or indirectly, a 100% interest in both Recipient and Provider, this Agreement will automatically terminate without notice and without any other action by either party hereto.

10. RELATIONSHIP OF THE PARTIES. Provider will perform this Agreement as an independent contractor of Recipient. This Agreement does not create, and will not be construed by any third parties to create, any agency, employer-employee, joint venture or partnership relationship between Provider and Recipient. No officer, employee, agent or independent contractor of Provider or Recipient will at any time be deemed an employee, representative, agent or contractor of the other party hereto solely because of this Agreement. Except with the prior approval of the other party hereto, neither Provider nor Recipient will attempt to bind the other party hereto to any agreement or borrow money in the name of the other party hereto.

11. CONFIDENTIALITY; PROPRIETARY RIGHTS AND RECORDS.

a. Confidential Information. Each of Provider and Recipient hereby acknowledges that it will be in possession of confidential information of the other party hereto the improper use or disclosure of which could have a material adverse effect upon the other party hereto. Each of Provider and Recipient acknowledges and agrees that all information of the other party hereto provided to it or to its representatives under this Agreement from time to time will be confidential and will not be disclosed to any person or entity not controlling, controlled by, or under common control with the other party hereto without the consent of the other party hereto. Each of Provider and Recipient may disclose confidential information to its accountants, attorneys and similar advisors bound by a duty of confidentiality. This Section 11 will not apply to information that is currently or becomes: (i) required to be disclosed pursuant to a Legal Requirement (but only to the extent of the Legal Requirement); (ii) publicly known or available in the absence of any improper or unlawful action on the part of the party hereto receiving such information hereunder; or (iii) independently developed or known or available to the party hereto receiving such information hereunder other than through a disclosure that would otherwise violate this Section 11.

b. Deliverables. Except as set forth in Exhibit A or as Provider and Recipient may otherwise agree in writing, any tangible deliverables or work product created by or for Provider for delivery to Recipient in connection with the Services, including any copyrights or other intellectual property rights pertaining thereto, are hereby assigned by Provider to Recipient to the extent assignable.

c. Records. Any Records (defined below) owned by Recipient will be returned by Provider to Recipient on the earlier of (a) termination of the Service to which

such Records relate or (b) expiration of the retention period for such Records under Provider's records retention schedule. Provider will have no obligation or authorization to destroy any Records owned by Recipient and, upon delivery of such Records to Recipient, Recipient will be responsible for managing its Records according to its own records and information management program and records retention schedule. "Records" means, collectively, (i) any document, whether a duplicate or original, that evidences business or commercial activity or is necessary and required for regulatory compliance, regardless of physical or electronic format, and (ii) any file, paper, book, pamphlet, tape, photograph, map, drawing, chart, card or other document, whether a duplicate or original of such materials and regardless of physical or electronic format, in each case of clauses (i) and (ii), (1) to the extent such document or other medium relates to the Services and (2) which has been made or received by Provider hereunder and has been used by Provider as evidence of its activities hereunder. Provider will provide Recipient, or its designee, reasonable access to inspect and audit, and to copy, the Records, upon five days' prior written notice, during Provider's regular business hours at Provider's office where the Records are maintained in the ordinary course. Upon written request of Recipient, whether during or after termination of this Agreement, Provider will provide to Recipient, or to any person designated by Recipient, at Recipient's expense and in Provider's then current standard format, all Records prepared and maintained by Provider in connection with the Services.

12. FORCE MAJEURE.

a. Effect of Force Majeure. Neither Provider nor Recipient will be liable to the other for failure or delay in performance under this Agreement (except for the payment of money due or to become due for past performances) to the extent that the failure or delay is due to force majeure as defined in Section 12(b). Performance under this Agreement may be suspended (except for the payment of money due or to become due for past performances hereunder) during the period of such force majeure to the extent made necessary by the force majeure, except the settlement of strikes, lockouts, industrial disputes or disturbances will be entirely within the discretion of the party hereto so settling. No curtailment, suspension or acceptance of performance pursuant to this Section 12 will extend the term of or terminate this Agreement. Performance under this Agreement will resume to the extent made possible by the end or amelioration of the force majeure event. Upon the occurrence of any event of the force majeure, the party hereto claiming force majeure will notify the other party hereto promptly in writing of such event and, to the extent possible, inform the other party hereto of the expected duration of the force majeure event and the performance to be affected by the event of force majeure under this Agreement.

b. Force Majeure Defined. For purposes of this Agreement, "force majeure" means war (whether declared or undeclared), fire, flood, lightning, earthquake, storm or any act of God; strikes, lockouts or other labor difficulties, civil disturbances, acts of terrorism, riot, sabotage, pandemics, any official order or directive or industry-wide request or suggestion by any governmental authority or instrumentality necessary to cease or reduce production; any breakdown of machinery or plant incapable with reasonable efforts of repair within 30 days; or any inability to secure necessary materials,

including inability to secure materials by reason of allocations promulgated by authorized governmental agencies which interferes with the performance hereunder; and similar events not within the reasonable control of a party hereto.

13. AUDIT RIGHTS. Each of Provider and Recipient will have the right at reasonable times, upon reasonable notice and subject to the confidentiality provisions of Section 11 to audit the records of the other party hereto and to interview the employees of the other party hereto, in each case, solely to the extent (a) related to the Services and (b) necessary to determine whether the Services are being conducted in compliance with Legal Requirements.

14. NOTICES. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement will be in writing and will be deemed given to Provider or Recipient, as applicable, 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 addresses or e-mail addresses and marked to the attention of the person (by name or title) designated on Exhibit C (or to such other address, e-mail address or person as Provider or Recipient, as applicable, may designate by notice to the other party hereto).

15. WAIVER OF BREACH. Failure to enforce any right or obligation by either Provider or Recipient 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 or of any Event of Default under this Agreement will be valid or enforceable unless in writing and signed by the party hereto against whom enforcement of the waiver is sought. The waiver of any provision of this Agreement at any time by either Provider or Recipient does not constitute a waiver of future compliance with such provision or a waiver of compliance with any other provision of this Agreement.

16. SUCCESSORS BOUND; ASSIGNMENT. This Agreement will benefit and bind Provider and Recipient and their respective successors and permitted assigns. Neither Provider nor Recipient may assign or transfer this Agreement without the prior written consent of the other party hereto.

17. INVALIDITY. The invalidity or unenforceability of any provision of this Agreement, including the Exhibits attached hereto, will not affect or impair the validity or enforceability of any other provision.

18. GOOD FAITH AND FURTHER ASSURANCES. Provider and Recipient expressly accept their respective responsibility of good faith and fair dealing with regard to their respective obligations under this Agreement and agree to take such further actions and execute such further documents as may be reasonably necessary, appropriate or desirable to complete and carry out the terms and intent hereof. If changes in the operations, facilities or methods of either Provider or Recipient would materially benefit one party hereto without detriment to the other party hereto, each of Provider and Recipient commits to make reasonable efforts to cooperate and assist each other in making such change. Neither Provider nor Recipient will unreasonably

withhold, condition or delay its compliance with any reasonable request made under this Agreement.

19. 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 Provider or Recipient.

20. 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).

21. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between Provider and Recipient relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Agreement, including the Exhibits thereto. This Agreement may only be amended or supplemented as set forth in Section 5.

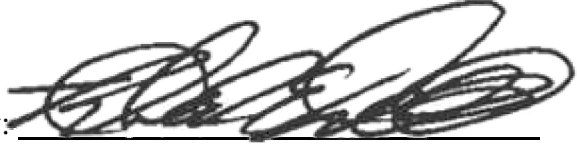
22. INCONSISTENCIES. To the extent that this Agreement and Exhibit A are inconsistent with respect to any Service, Exhibit A will control.

23. 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, each party hereto has executed this Agreement as of the date first written above.

**TRANE TECHNOLOGIES COMPANY
LLC**, a Delaware limited liability company

By: 
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina
limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

**TRANE TECHNOLOGIES COMPANY
LLC**, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina
limited liability company


By:  _____
Amy Röeder
Chief Financial Officer and Treasurer

EXHIBIT A
Services Provided by Provider

Subject to the terms and conditions herein set forth, Provider (or its affiliates) will, as requested by Recipient, provide to Recipient services with respect to the following and such other areas of activity as the parties hereto may mutually agree from time to time:

1. Strategy:
 - a. The development and management of organizational objectives and practices;
 - b. The identification of, and due diligence with respect to, potential acquisition targets;
 - c. The identification of non-core businesses for potential disposal or closure and assistance with the disposal or closure process;
 - d. Purchasing management strategies and market research;
 - e. Cross-selling strategies; and
 - f. Strategies for the enhancement of a two-way flow of products and services between the Recipient and its suppliers.

2. Administration. The organization, planning, implementation, operation and maintenance of:
 - a. Internal accounting and cost control systems and procedures;
 - b. Electronic data processing applications;
 - c. Telecommunications (including voice and data transmission);
 - d. Statutory financial reporting;
 - e. Budget planning and analysis;
 - f. Liability, casualty and property insurance;
 - g. Human resource planning, management, recruitment, training (including the participation in TT University) and remuneration; and
 - h. Leadership and other organizational events.

3. Finance and Treasury.
 - a. Cash flow planning, foreign currency management, intra-group and third party financing and risk management;
 - b. Advice on maintaining a system of asset management; and
 - c. Other long range financial planning.

4. Tax and Legal.
 - a. Tax planning with respect to acquisitions, restructurings, disposals, financing structures, purchasing and sales transactions.
 - b. The supervision of tax compliance and the development of tax compliance policies and procedures;
 - c. Legal documentation; and
 - d. Litigation.

EXHIBIT B
Fees for Services

Fees

The Service Fees constituting Provider's compensation for performance of Services by Provider (or one of its affiliates) in any fiscal year will be (1) an amount that results in Provider (or its affiliate) recovering its costs related to its performance of such Services ("Services Costs") plus (2) if necessary to ensure compliance with internationally accepted pricing, an amount that results in Provider (or its affiliates) realizing an arm's length financial return for its performance of such Services (the "Services Markup Amount").

Recipient understands, acknowledges and agrees that Provider (or its affiliates) may allocate Services Costs for each type of Service among multiple affiliates, including Recipient, receiving similar services from Provider (or its affiliates) in a manner Provider (or its affiliates) believes to be fair, with such allocation intended to reflect the relative use of such Service by such affiliates, whether based on relative sales, payroll expense, headcount, number of facilities, tonnage, capital consumed, complexity of business, time spent or budgeted, purchases or purchase history, quantity or value of assets or liabilities or any other commonly accepted method of allocating costs in affiliated groups.

The Services Markup Amount will be evaluated periodically to ensure compliance with internationally accepted pricing. The Services Markup Amount will also be reviewed in the event that significant or material changes or restructurings occur that impact the business operations of Provider (or its affiliates) and/or Recipient. In no event will the return used to determine the Services Markup Amount for a type of Service be greater than the return used to determine fees charged by Provider (or its affiliates) to affiliates other than Recipient receiving similar services from Provider (or its affiliates).

Recipient also acknowledges and agrees that Provider may, at any time and from time to time on not less than ten business days' notice, change the cost allocation methodology employed for any or all types of Services, provided that it is consistent with the paragraphs above.

Recipient also understands and agrees that, with respect to any Services involving the arrangement by Provider of third-party goods or services (including any third-party guaranty, surety bond, letter of credit or other financial assurance) for Recipient, in the event that Provider incurs any out-of-pocket costs or expenses for any such third-party goods or services, Provider may allocate such out-of-pocket costs and expenses to Recipient.

Invoicing and Payment

Provider will provide Recipient with an itemized invoice for the applicable Service Fees on a monthly basis, and all amounts invoiced will be payable within 60 days of the invoice date.

EXHIBIT C
Notice Addresses

If to Provider:

Trane Technologies Company LLC
800-E Beatty Street
Davidson, North Carolina 28036
Attention: Richard E. Daudelin, Treasurer
Email: richard_daudelin@tranetechnologies.com

If to Recipient:

Aldrich Pump LLC
800-E Beatty Street
Davidson, North Carolina 28036
Attention: Amy Roeder, Chief Financial Officer
and Treasurer
Email: amy_roeder@tranetechnologies.com

Exhibit C

Murray Services Agreement

SECOND AMENDED AND RESTATED SERVICES AGREEMENT

This SECOND AMENDED AND RESTATED SERVICES AGREEMENT, dated as of June 15, 2020 (this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("Provider"), and MURRAY BOILER LLC, a North Carolina limited liability company ("Recipient"), for Provider to provide Recipient certain services listed on Exhibit A.

RECITALS

A. On May 1, 2020, Trane Technologies Company LLC, a Texas limited liability company ("New TTC (TX)"), and Murray Boiler LLC, a Texas limited liability company ("Murray Boiler (TX)"), executed and delivered a services agreement dated May 1, 2020 (the "Original Agreement").

B. Following the execution and delivery of the Original Agreement, New TTC (TX) effected a conversion (the "DE Conversion") into Provider, a Delaware corporation, and Murray Boiler (TX) effected a conversion (the "NC Conversion") into Recipient, a North Carolina limited liability company.

C. On May 1, 2020, Provider and Recipient amended and restated the Original Agreement (as so amended, the "Amended and Restated Agreement") to reflect that the NC Conversion and DE Conversion had occurred and that Provider, a Delaware limited liability company, and Recipient, a North Carolina limited liability company, were the parties to such agreement.

D. Provider and Recipient now desire to amend and restate the Amended and Restated Agreement to clarify the intent of the parties hereto with respect to the fees for services hereunder.

E. Provider continues to desire to provide to Recipient, and Recipient continues to desire to obtain from Provider, certain services as set forth on Exhibit A as requested by Recipient.

F. Recipient acknowledges that Provider and its affiliates are not in the business of providing such services to third parties, but Provider is willing to provide such services, and Recipient is willing to accept such services, on the terms hereof and strictly in consideration of their status as affiliated entities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements in this Agreement, the parties hereto hereby agree as follows:

1. SERVICES, TERM AND TERMINATION.

a. Services and Term. Provider will (or will cause one of its affiliates to) provide to Recipient the services set forth on Exhibit A as requested by Recipient (the

“Services”) from the Effective Time (as defined below) until such services are terminated in accordance with Section 1(b) or Section 9. Recipient expressly acknowledges and agrees that Provider’s obligations hereunder to provide the Services may be satisfied by an affiliate of Provider, subject to the other terms and conditions of this Agreement. For purposes of this Agreement, the “Effective Time” means 12:00 p.m., Eastern Time, on May 1, 2020.

b. Termination of Service. Until this Agreement has been terminated under Section 9, either Provider or Recipient may terminate one or more of the Services identified on each Exhibit A by providing no less than 180 days written notice to the other party. At such time as all Services have been terminated under this Section 1(b), this Agreement will automatically terminate without notice and without any other action by either party hereto.

2. SERVICES FEE. In consideration for each of the Services, Recipient agrees to pay Provider amounts determined (including any interest payable thereon or taxes related thereto) and invoiced, in each case, as set forth in Exhibit B to this Agreement (the “Service Fees”) with respect to each Service.

3. SERVICES.

a. Provider’s Obligations. Provider will use reasonable commercial efforts to perform its obligations under this Agreement and Exhibit A and will provide (or will cause its affiliates to provide) the Services in accordance with the policies and normal and ordinary procedures and practices of Provider to the extent such policies, procedures and practices do not contradict this Agreement or Exhibit A. In providing the Services, Provider will use reasonable commercial efforts to (i) comply in all material respects with all Legal Requirements (as defined below) and (ii) not violate or infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. Provider may, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services on behalf of Provider in satisfaction of its obligations under this Agreement, at no additional cost to Recipient. “Legal Requirement” means any applicable federal, state, local, municipal, foreign, international or multinational constitution, law, regulation, ordinance, order, rule or treaty, or principle of common law.

b. Recipient’s Obligations. Recipient will assist Provider in timely accomplishing its obligations under this Agreement by using reasonable commercial efforts to (i) provide all necessary or reasonably requested documents, information, access to personnel and other resources, (ii) provide timely decisions, approvals and acceptances, and (iii) take such other reasonably requested actions necessary, appropriate or desirable for the efficient and effective provision of the Services. Without limiting the generality of the foregoing, at any time Provider’s employees are providing the Services at a facility or other property owned or leased by Recipient, Recipient will provide, at no cost to Provider, reasonable and suitable accommodations for such employee’s provision of Services at such facility or other property.

4. **EQUIPMENT.** Except as set forth in Exhibit A or as is otherwise agreed in writing, Provider will provide (or obtain access to) all equipment and accessories (including computer servers, racks and other equipment) reasonably required to perform the Services. Any such equipment and accessories that is property of Provider will remain the property of Provider and will not be transferred to Recipient hereunder.

5. **CHANGE REQUESTS AND AMENDMENTS.** If Provider or Recipient desires a change in the scope of the Services, the party hereto requesting the change will submit a written request for change of Service (the "Change Request"). Within 30 days after receipt of the Change Request, Provider and Recipient will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Provider and Recipient may substitute one or more revised versions of Exhibit A as they mutually agree from time to time.

6. **DISPUTE RESOLUTION.**

a. Disputes Resolved by Representatives. If a dispute arises between Provider and Recipient related to this Agreement, the representative of each of Provider and Recipient who identified the dispute will attempt to resolve the dispute amicably and on an informal basis as promptly as practicable. If the representatives who identified the dispute are unable to resolve the dispute within a reasonable period of time, each representative will submit to the other a reasonably detailed written description of the dispute and the requested relief (the "Dispute Description") or the representatives may agree on one Dispute Description. The representatives will attempt to resolve the dispute by negotiation and may revise their respective Dispute Descriptions.

b. Dispute Referred to Highest Executive Officer and Board of Directors. If the dispute is not resolved within a reasonable period of time after the Dispute Descriptions are provided, each representative will submit the Dispute Descriptions to the highest executive officer of Provider or Recipient, as applicable, and notify the representative of the other party hereto. The highest executive officers may take any action necessary, appropriate or desirable to resolve the dispute, including negotiation, non-binding mediation or other means. If the highest executive officers are unable to resolve the dispute within a reasonable period, they will submit the dispute to their respective boards or other governing bodies, such as managing members or general partners. The boards or such other governing bodies may take such action (if any) as deemed necessary, appropriate or desirable with respect to the dispute, including the pursuit of remedies that may be available at law or in equity.

c. No Interruption. While pending, these dispute resolution procedures will not, in and of themselves, relieve either Provider or Recipient from its respective duty to perform under this Agreement or delay or suspend the operation of the Services or payment for undisputed Services.

7. **REPRESENTATIONS AND WARRANTIES.**

a. Representations and Warranties. Each of Provider and Recipient represents and warrants to the other party hereto that:

i. it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized;

ii. it has the full power and authority to execute, deliver and perform this Agreement; and

iii. the execution, delivery and performance of this Agreement have been duly authorized by it.

b. No Other Warranties. THIS SECTION 7 IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND. PROVIDER MAKES NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION.

a. General Indemnification.

i. Indemnification. Each of Provider and Recipient (the indemnifying party being referred to in this Section 8 as the “Indemnitor”) will defend, indemnify and hold harmless the other party hereto and its shareholders, partners, members, managers, directors, officers, employees and agents (collectively, the “Indemnified Parties”), from and against all claims, strict liability claims, demands, causes of action, judgments, liability and associated costs and expenses, including reasonable attorney’s fees, arising from:

(1) the negligence or other legal fault of the Indemnitor in performing this Agreement or any Services,

(2) the misrepresentation or breach of the representations and warranties of the Indemnitor in this Agreement, or

(3) noncompliance by the Indemnitor with any covenants, agreement or undertakings of the Indemnitor in this Agreement.

ii. Limitations on General Indemnification. The indemnity described in Section 8(a)(i) above will apply notwithstanding the active or passive negligence or gross negligence of one or more of the Indemnified Parties, but the Indemnitor’s liability to indemnify the Indemnified Party will be reduced proportionately to the extent that an act or omission of the Indemnified Party may have contributed to the Indemnified Party’s claimed liability or loss. No Indemnified Party will be indemnified for loss, liability, injury or damage resulting from its sole negligence, fraud or willful misconduct. The indemnification provided by the Indemnitor will be only for damages, costs and expenses net of any insurance proceeds received by the Indemnified Party in respect of the damages claimed. The liability of Provider for damages to

Recipient for any cause of action, regardless of the form of action, whether in contract or in tort, including negligence or gross negligence, will be limited to the payments made under this Agreement for the specified Service that caused the damage during the period in which the damage was incurred.

b. Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement or at law or in equity, neither Provider nor Recipient will be liable to any Indemnified Party for punitive, special, indirect, incidental or consequential damages (including damages for loss of business profits, loss of data, loss of use, business interruption or any other loss) however caused, under any theory of liability, arising from or relating to any claim made under this Agreement or regarding the provision of or the failure to provide goods or services under this Agreement. This Section 8(b) will not, of itself, limit the obligations of Provider or Recipient with respect to payment of damages of any kind included in an award or settlement of a third-party claim under any indemnity in this Agreement.

c. Claims Procedure. Upon the request of an Indemnified Party, the Indemnitor will defend any suit asserting a claim covered by this indemnity and will pay all costs, including reasonable legal fees, which may be incurred by such Indemnified Party in enforcing this indemnity. The Indemnitor will not settle any litigation unless the settlement includes an unconditional release by the claimant of the Indemnified Party from all liability with respect to the claim, which release is satisfactory to the Indemnified Party in its reasonable discretion. Each indemnity in this Agreement is a continuing obligation, separate and independent of the other obligations of each of Provider and Recipient, and survives termination of this Agreement. An Indemnified Party need not incur expense or make payment before enforcing an indemnity under this Agreement.

9. EVENTS OF DEFAULT, REMEDIES, AND DIVESTITURE.

a. Event of Default. An “Event of Default” with respect to any Service or Services will mean, with respect to Provider or Recipient, whichever is alleged to have taken or been affected by any of the actions set forth below (the “Defaulting Party”):

- i. the failure by the Defaulting Party to make when due any payment required under this Agreement for the Service or Services, if not remedied within 15 business days after written notice of the failure is given to the Defaulting Party; or
- ii. the breach of a covenant in this Agreement, including Section 3, related to and material to the Service or Services, if the breach is not excused by force majeure (as set forth in Section 12) or remedied within 20 business days after written notice is given to the Defaulting Party.

b. Remedies Upon an Event of Default. If an Event of Default occurs, the non-Defaulting Party at its election may (i) invoke the dispute resolution procedures in

Section 6, (ii) terminate the Service or Services for which an Event of Default has occurred, or (iii) withhold any payments due for the Service or Services for which an Event of Default has occurred until the Event of Default is remedied.

c. Automatic Termination Upon Divestiture. In the event that Trane Technologies plc, a public limited company incorporated in Ireland, or its successor no longer owns, directly or indirectly, a 100% interest in both Recipient and Provider, this Agreement will automatically terminate without notice and without any other action by either party hereto.

10. RELATIONSHIP OF THE PARTIES. Provider will perform this Agreement as an independent contractor of Recipient. This Agreement does not create, and will not be construed by any third parties to create, any agency, employer-employee, joint venture or partnership relationship between Provider and Recipient. No officer, employee, agent or independent contractor of Provider or Recipient will at any time be deemed an employee, representative, agent or contractor of the other party hereto solely because of this Agreement. Except with the prior approval of the other party hereto, neither Provider nor Recipient will attempt to bind the other party hereto to any agreement or borrow money in the name of the other party hereto.

11. CONFIDENTIALITY; PROPRIETARY RIGHTS AND RECORDS.

a. Confidential Information. Each of Provider and Recipient hereby acknowledges that it will be in possession of confidential information of the other party hereto the improper use or disclosure of which could have a material adverse effect upon the other party hereto. Each of Provider and Recipient acknowledges and agrees that all information of the other party hereto provided to it or to its representatives under this Agreement from time to time will be confidential and will not be disclosed to any person or entity not controlling, controlled by, or under common control with the other party hereto without the consent of the other party hereto. Each of Provider and Recipient may disclose confidential information to its accountants, attorneys and similar advisors bound by a duty of confidentiality. This Section 11 will not apply to information that is currently or becomes: (i) required to be disclosed pursuant to a Legal Requirement (but only to the extent of the Legal Requirement); (ii) publicly known or available in the absence of any improper or unlawful action on the part of the party hereto receiving such information hereunder; or (iii) independently developed or known or available to the party hereto receiving such information hereunder other than through a disclosure that would otherwise violate this Section 11.

b. Deliverables. Except as set forth in Exhibit A or as Provider and Recipient may otherwise agree in writing, any tangible deliverables or work product created by or for Provider for delivery to Recipient in connection with the Services, including any copyrights or other intellectual property rights pertaining thereto, are hereby assigned by Provider to Recipient to the extent assignable.

c. Records. Any Records (defined below) owned by Recipient will be returned by Provider to Recipient on the earlier of (a) termination of the Service to which

such Records relate or (b) expiration of the retention period for such Records under Provider's records retention schedule. Provider will have no obligation or authorization to destroy any Records owned by Recipient and, upon delivery of such Records to Recipient, Recipient will be responsible for managing its Records according to its own records and information management program and records retention schedule. "Records" means, collectively, (i) any document, whether a duplicate or original, that evidences business or commercial activity or is necessary and required for regulatory compliance, regardless of physical or electronic format, and (ii) any file, paper, book, pamphlet, tape, photograph, map, drawing, chart, card or other document, whether a duplicate or original of such materials and regardless of physical or electronic format, in each case of clauses (i) and (ii), (1) to the extent such document or other medium relates to the Services and (2) which has been made or received by Provider hereunder and has been used by Provider as evidence of its activities hereunder. Provider will provide Recipient, or its designee, reasonable access to inspect and audit, and to copy, the Records, upon five days' prior written notice, during Provider's regular business hours at Provider's office where the Records are maintained in the ordinary course. Upon written request of Recipient, whether during or after termination of this Agreement, Provider will provide to Recipient, or to any person designated by Recipient, at Recipient's expense and in Provider's then current standard format, all Records prepared and maintained by Provider in connection with the Services.

12. FORCE MAJEURE.

a. Effect of Force Majeure. Neither Provider nor Recipient will be liable to the other for failure or delay in performance under this Agreement (except for the payment of money due or to become due for past performances) to the extent that the failure or delay is due to force majeure as defined in Section 12(b). Performance under this Agreement may be suspended (except for the payment of money due or to become due for past performances hereunder) during the period of such force majeure to the extent made necessary by the force majeure, except the settlement of strikes, lockouts, industrial disputes or disturbances will be entirely within the discretion of the party hereto so settling. No curtailment, suspension or acceptance of performance pursuant to this Section 12 will extend the term of or terminate this Agreement. Performance under this Agreement will resume to the extent made possible by the end or amelioration of the force majeure event. Upon the occurrence of any event of the force majeure, the party hereto claiming force majeure will notify the other party hereto promptly in writing of such event and, to the extent possible, inform the other party hereto of the expected duration of the force majeure event and the performance to be affected by the event of force majeure under this Agreement.

b. Force Majeure Defined. For purposes of this Agreement, "force majeure" means war (whether declared or undeclared), fire, flood, lightning, earthquake, storm or any act of God; strikes, lockouts or other labor difficulties, civil disturbances, acts of terrorism, riot, sabotage, pandemics, any official order or directive or industry-wide request or suggestion by any governmental authority or instrumentality necessary to cease or reduce production; any breakdown of machinery or plant incapable with reasonable efforts of repair within 30 days; or any inability to secure necessary materials,

including inability to secure materials by reason of allocations promulgated by authorized governmental agencies which interferes with the performance hereunder; and similar events not within the reasonable control of a party hereto.

13. AUDIT RIGHTS. Each of Provider and Recipient will have the right at reasonable times, upon reasonable notice and subject to the confidentiality provisions of Section 11 to audit the records of the other party hereto and to interview the employees of the other party hereto, in each case, solely to the extent (a) related to the Services and (b) necessary to determine whether the Services are being conducted in compliance with Legal Requirements.

14. NOTICES. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement will be in writing and will be deemed given to Provider or Recipient, as applicable, 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 addresses or e-mail addresses and marked to the attention of the person (by name or title) designated on Exhibit C (or to such other address, e-mail address or person as Provider or Recipient, as applicable, may designate by notice to the other party hereto).

15. WAIVER OF BREACH. Failure to enforce any right or obligation by either Provider or Recipient 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 or of any Event of Default under this Agreement will be valid or enforceable unless in writing and signed by the party hereto against whom enforcement of the waiver is sought. The waiver of any provision of this Agreement at any time by either Provider or Recipient does not constitute a waiver of future compliance with such provision or a waiver of compliance with any other provision of this Agreement.

16. SUCCESSORS BOUND; ASSIGNMENT. This Agreement will benefit and bind Provider and Recipient and their respective successors and permitted assigns. Neither Provider nor Recipient may assign or transfer this Agreement without the prior written consent of the other party hereto.

17. INVALIDITY. The invalidity or unenforceability of any provision of this Agreement, including the Exhibits attached hereto, will not affect or impair the validity or enforceability of any other provision.

18. GOOD FAITH AND FURTHER ASSURANCES. Provider and Recipient expressly accept their respective responsibility of good faith and fair dealing with regard to their respective obligations under this Agreement and agree to take such further actions and execute such further documents as may be reasonably necessary, appropriate or desirable to complete and carry out the terms and intent hereof. If changes in the operations, facilities or methods of either Provider or Recipient would materially benefit one party hereto without detriment to the other party hereto, each of Provider and Recipient commits to make reasonable efforts to cooperate and assist each other in making such change. Neither Provider nor Recipient will unreasonably

withhold, condition or delay its compliance with any reasonable request made under this Agreement.

19. 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 Provider or Recipient.

20. 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).

21. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between Provider and Recipient relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Agreement, including the Exhibits thereto. This Agreement may only be amended or supplemented as set forth in Section 5.

22. INCONSISTENCIES. To the extent that this Agreement and Exhibit A are inconsistent with respect to any Service, Exhibit A will control.

23. 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, each party hereto has executed this Agreement as of the date first written above.

**TRANE TECHNOLOGIES COMPANY
LLC**, a Delaware limited liability company

By: _____



Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina
limited liability company

By: _____

Amy Roeder
Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

**TRANE TECHNOLOGIES COMPANY
LLC**, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina
limited liability company

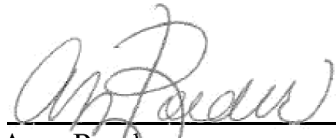
By:  _____
Amy Roeder
Chief Financial Officer and Treasurer

EXHIBIT A
Services Provided by Provider

Subject to the terms and conditions herein set forth, Provider (or its affiliates) will, as requested by Recipient, provide to Recipient services with respect to the following and such other areas of activity as the parties hereto may mutually agree from time to time:

1. Strategy:
 - a. The development and management of organizational objectives and practices;
 - b. The identification of, and due diligence with respect to, potential acquisition targets;
 - c. The identification of non-core businesses for potential disposal or closure and assistance with the disposal or closure process;
 - d. Purchasing management strategies and market research;
 - e. Cross-selling strategies; and
 - f. Strategies for the enhancement of a two-way flow of products and services between the Recipient and its suppliers.

2. Administration. The organization, planning, implementation, operation and maintenance of:
 - a. Internal accounting and cost control systems and procedures;
 - b. Electronic data processing applications;
 - c. Telecommunications (including voice and data transmission);
 - d. Statutory financial reporting;
 - e. Budget planning and analysis;
 - f. Liability, casualty and property insurance;
 - g. Human resource planning, management, recruitment, training (including the participation in TT University) and remuneration; and
 - h. Leadership and other organizational events.

3. Finance and Treasury.
 - a. Cash flow planning, foreign currency management, intra-group and third party financing and risk management;
 - b. Advice on maintaining a system of asset management; and
 - c. Other long range financial planning.

4. Tax and Legal.
 - a. Tax planning with respect to acquisitions, restructurings, disposals, financing structures, purchasing and sales transactions.
 - b. The supervision of tax compliance and the development of tax compliance policies and procedures;
 - c. Legal documentation; and
 - d. Litigation.

EXHIBIT B
Fees for Services

Fees

The Service Fees constituting Provider's compensation for performance of Services by Provider (or one of its affiliates) in any fiscal year will be (1) an amount that results in Provider (or its affiliate) recovering its costs related to its performance of such Services ("Services Costs") plus (2) if necessary to ensure compliance with internationally accepted pricing, an amount that results in Provider (or its affiliates) realizing an arm's length financial return for its performance of such Services (the "Services Markup Amount").

Recipient understands, acknowledges and agrees that Provider (or its affiliates) may allocate Services Costs for each type of Service among multiple affiliates, including Recipient, receiving similar services from Provider (or its affiliates) in a manner Provider (or its affiliates) believes to be fair, with such allocation intended to reflect the relative use of such Service by such affiliates, whether based on relative sales, payroll expense, headcount, number of facilities, tonnage, capital consumed, complexity of business, time spent or budgeted, purchases or purchase history, quantity or value of assets or liabilities or any other commonly accepted method of allocating costs in affiliated groups.

The Services Markup Amount will be evaluated periodically to ensure compliance with internationally accepted pricing. The Services Markup Amount will also be reviewed in the event that significant or material changes or restructurings occur that impact the business operations of Provider (or its affiliates) and/or Recipient. In no event will the return used to determine the Services Markup Amount for a type of Service be greater than the return used to determine fees charged by Provider (or its affiliates) to affiliates other than Recipient receiving similar services from Provider (or its affiliates).

Recipient also acknowledges and agrees that Provider may, at any time and from time to time on not less than ten business days' notice, change the cost allocation methodology employed for any or all types of Services, provided that it is consistent with the paragraphs above.

Recipient also understands and agrees that, with respect to any Services involving the arrangement by Provider of third-party goods or services (including any third-party guaranty, surety bond, letter of credit or other financial assurance) for Recipient, in the event that Provider incurs any out-of-pocket costs or expenses for any such third-party goods or services, Provider may allocate such out-of-pocket costs and expenses to Recipient.

Invoicing and Payment

Provider will provide Recipient with an itemized invoice for the applicable Service Fees on a monthly basis, and all amounts invoiced will be payable within 60 days of the invoice date.

EXHIBIT C
Notice Addresses

If to Provider:

Trane Technologies Company LLC
800-E Beaty Street
Davidson, North Carolina 28036
Attention: Richard E. Daudelin, Treasurer
Email: richard_daudelin@tranetechnologies.com

If to Recipient:

Murray Boiler LLC
800-E Beaty Street
Davidson, North Carolina 28036
Attention: Amy Roeder, Chief Financial Officer
and Treasurer
Email: amy_roeder@tranetechnologies.com

Exhibit D

Secondment Agreement

AMENDED AND RESTATED SECONDMENT AGREEMENT

This AMENDED AND RESTATED SECONDMENT AGREEMENT, dated as of May 1, 2020 (this “Agreement”), is among TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company (“Provider”), ALDRICH PUMP LLC, a North Carolina limited liability company (“Aldrich Recipient”), and MURRAY BOILER LLC, a North Carolina limited liability company (“Murray Recipient” and, together with Aldrich Recipient, “Recipients”), for Provider to second certain employees to Recipients.

RECITALS

A. On the date hereof, but prior to the execution hereof, Trane Technologies Company LLC, a Texas limited liability company (“New TTC (TX)”), Aldrich Pump LLC, a Texas limited liability company (“Aldrich Pump (TX)”), and Murray Boiler LLC, a Texas limited liability company (“Murray Boiler (TX)”), executed and delivered a secondment agreement dated May 1, 2020 (the “Original Agreement”), which provided for the assignment by New TTC (TX), and the acceptance by Aldrich Pump (TX) and Murray Boiler (TX) of the assignment of, certain employees of New TTC (TX) who provide legal and related services with respect to liabilities held by Aldrich Pump (TX) and liabilities held by Murray Boiler (TX) (the “Seconded Employees”).

B. Following the execution and delivery of the Original Agreement, (1) New TTC (TX) effected a conversion (the “New TTC Conversion”) into Provider, a Delaware limited liability company, (2) Aldrich Pump (TX) effected a conversion (the “Aldrich Pump Conversion”) into Aldrich Recipient, a North Carolina limited liability company, and (3) Murray Boiler (TX) effected a conversion (the “Murray Boiler Conversion”) into Murray Recipient, a North Carolina limited liability company.

C. Provider and Recipients desire to amend and restate the Original Agreement to reflect that the New TTC Conversion, the Aldrich Pump Conversion and the Murray Boiler Conversion have occurred and that Provider, now a Delaware limited liability company, Aldrich Recipient, now a North Carolina limited liability company, and Murray Recipient, now a North Carolina limited liability company, are parties to such agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements in this Agreement, the parties hereto agree as follows:

1. PROVISION OF SERVICES AND REPLACEMENTS.

a. From the Effective Time (as defined below), during the term of this Agreement, and while each Seconded Employee remains an employee of Provider, Provider will make available to Recipients the services of each Seconded Employee for that portion, expressed as a percentage, of such Seconded Employee’s total working hours established from time to time as provided herein (the “Recipients Portion”), with: (i) Provider to make available to Aldrich Recipient the services of each Seconded Employee for that share, expressed as a percentage, of the Recipients Portion established

from time to time as provided herein (the “Aldrich Share”) to perform any and all duties assigned to such Seconded Employee by Aldrich Recipient from time to time, as directed by the officers or managers of Aldrich Recipient; and (ii) Provider to make available to Murray Recipient the services of each Seconded Employee for that share, expressed as a percentage, of the Recipient Portion established from time to time as provided herein (the “Murray Share”) to perform any and all duties assigned to such Seconded Employee by Murray Recipient from time to time, as directed by the officers or managers of Murray Recipient. Provider will provide, at no cost to Recipient, reasonable and suitable accommodations for the Seconded Employees to perform duties assigned by Recipients at a property owned or leased by Provider. For purposes of this Agreement, the “Effective Time” means 12:00 p.m., Eastern Time, on May 1, 2020.

b. The initial Seconded Employees and their respective Recipients Portion, Aldrich Share and Murray Share are as set forth on Schedule 1 hereto (as amended from time to time as contemplated in this Agreement, the “Seconded Employee Schedule”). Recipients may from time to time (i) increase (to not more than 100%) or decrease (to not less than 0%) the Recipients Portion of any Seconded Employee (provided, however, that the Recipients Portion of any Seconded Employee holding the office of Chief Legal Officer or substantially similar office of either Aldrich Recipient or Murray Recipient, or both Recipients, will at all times equal 100%) or (ii) change the Aldrich Share and Murray Share of any Seconded Employee (provided, however, that the sum of the Aldrich Share and Murray Share will at all times equal 100%). Any such increase, decrease or change will be effective as of the first day of any calendar month upon not less than two business days advance joint written notice by Recipients to Provider. Any such notice will be in substantially the form of Schedule 2 hereto and will constitute an amendment and restatement of the Seconded Employee Schedule. In connection with any such increase, decrease or change, Recipient will notify any affected Seconded Employee. Provider remains the employer of the Seconded Employees and, subject to the rights of Recipients provided herein, retains the right to terminate, set compensation, discipline and promote them.

c. Each Seconded Employee will perform for each Recipient those duties assigned to him or her by such Recipient from time to time, as directed by the officers or managers of such Recipient. Each Recipient will inform each Seconded Employee of his or her duties for such Recipient and his or her continuing obligation to keep confidential all proprietary information of such Recipient as to third parties (including Provider), their respective affiliated entities and their respective vendors and customers, which duty of confidentiality will continue after the conclusion of any Seconded Employee’s secondment to Recipient.

d. Provider will not remove any of the Seconded Employees from any duties assigned to him or her by the officers or managers of a Recipient, unless mutually agreed by Recipients, acting jointly, and Provider.

e. Recipients may terminate the secondment of any Seconded Employee upon not less than 10 business days advance joint written notice by Recipients to Provider. In connection with any such termination, (i) Recipients will notify the affected

Seconded Employee of such termination and (ii) Recipients, acting jointly, will have the right to request from, and have provided by, Provider a replacement Seconded Employee reasonably satisfactory to Recipients to be seconded to Recipients as a Seconded Employee under this Agreement. The parties hereto will promptly amend the Seconded Employee Schedule to reflect any such termination or replacement.

f. In the event that any Seconded Employee terminates employment with Provider or provides notice of such termination, Provider will immediately notify Recipients and Recipients, acting jointly, will have the right to request from, and have provided by, Provider a replacement Seconded Employee reasonably satisfactory to Recipients to be seconded to Recipients as a Seconded Employee under this Agreement. Nothing herein will prohibit a Recipient from hiring any Seconded Employee who terminates employment with Provider as an employee or independent contractor of such Recipient; provided, however, that neither Recipient may hire any such Seconded Employee without the written consent of the other Recipient.

2. COMPENSATION OF SECONDED EMPLOYEES.

a. Provider will be responsible for and will pay each of its Seconded Employee's salaries and all other compensation, including salary, wages, commissions, overtime, vacation and other paid leave, or incentive payments (collectively, "Compensation"). Recipients will have no liability or responsibility whatsoever for such Compensation.

b. Provider will be responsible for and will pay each of its Seconded Employee's employment-related expenses (collectively, "Expenses"), including the following:

- i. all employee benefits in accordance with Provider's practices and policies then in effect; and
- ii. all employer payroll taxes, employee tax withholding, trust funds, surcharges, allowances or deductions arising out of or relating to the employment or payment of Compensation to the Seconded Employees.

Recipients will have no liability or responsibility whatsoever for such Expenses.

3. RECIPIENT'S COSTS.

a. In exchange for Provider providing the services of the Seconded Employees, each Recipient will pay Provider a monthly fee (the "Monthly Fee") for each Seconded Employee as follows: (i) Aldrich Recipient will pay Provider an amount equal to the product of (A) one-twelfth of such Seconded Employee's annual base salary with Provider as of the date hereof (subject to adjustment from time to time as provided herein), (B) such Seconded Employee's Recipients Portion for the applicable month, and (C) such Seconded Employee's Aldrich Share for the applicable month; and (ii) Murray Recipient will pay Provider an amount equal to the product of (A) one-twelfth of such Seconded Employee's annual base compensation with Provider as of the date hereof

(subject to adjustment from time to time as provided herein), (B) such Seconded Employee's Recipients Portion for the applicable month, and (C) such Seconded Employee's Murray Share for the applicable month. After the end of each calendar month, Provider will bill each Recipient for its Monthly Fee for each Seconded Employee for such month, and such Recipient will pay Provider the Monthly Fees Provider has billed to such Recipient with respect to each Seconded Employee. For any Seconded Employee whose employment with Provider or secondment to Recipients is commenced after the beginning or concluded before the end of any calendar month, the Monthly Fee payable by a Recipient for such Seconded Employee will be prorated based on the number of days such Seconded Employee provided services to such Recipient during the month compared to the total number of days in the month.

b. From time to time, Provider may adjust each Seconded Employee's base salary and, on written notice to and after the joint written agreement of Recipients, adjust the Monthly Fee for such Seconded Employee accordingly.

4. TERMINATION AND INDEMNIFICATION.

a. This Agreement will remain in effect until the date of termination of this Agreement by mutual agreement of the parties to this Agreement or by Recipients on 30 calendar days' advance joint written notice by Recipients to Provider. In the event that Trane Technologies plc, a public limited company incorporated in Ireland, or its successor no longer owns, directly or indirectly, a 100% interest in both Recipients and Provider, this Agreement will automatically terminate without notice and without any other action by any party hereto. The parties hereto acknowledge that various rights and obligations accrued prior to the termination of this Agreement will remain until such accrual is satisfied.

b. Each Recipient will indemnify and hold harmless Provider from any losses incurred by Provider to the extent such losses arise from, relate to or otherwise result in respect of such Recipient's supervision, control, direction, management or termination of any Seconded Employee.

c. Provider will indemnify and hold harmless each Recipient from any losses incurred by such Recipient to the extent such losses arise from, relate to or otherwise result in respect of Provider's employment, supervision, control, direction, management or termination of any Seconded Employee.

d. The parties hereto will advise each other as to matters that come to their respective attention involving potential legal actions or regulatory enforcement activity involving the employment or secondment of Seconded Employees, and will promptly advise each other of legal actions or administrative proceedings that are actually commenced.

e. The parties hereto will fully cooperate with one another in the defense of any such action or proceeding arising out of such a lawsuit or administrative proceeding,

and further agree not to oppose any intervention by any party hereto to intervene in such action or proceeding if such party hereto is not named.

5. OTHER PROVISIONS.

a. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement will be in writing and will be deemed given to Provider or a Recipient, as applicable, 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 Provider or a Recipient, as applicable, may designate by notice to the other parties hereto):

if to Provider: Trane Technologies Company LLC
800-E Beaty Street
Davidson, North Carolina 28036
Attention: Richard E. Daudelin, Treasurer
Email: richard_daudelin@tranetechnologies.com

if to Aldrich Recipient: 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 Murray Recipient: Murray Boiler 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 any party hereto 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 or any breach thereof will be valid or enforceable unless in writing and signed by the party hereto against whom enforcement of the waiver is sought. The waiver of any provision of this Agreement at any time by any party hereto 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; ASSIGNMENT.** This Agreement will benefit and bind the parties hereto and their respective successors and permitted assigns. No

party hereto may assign or transfer this Agreement without the prior written consent of the other parties hereto.

d. **NO THIRD PARTY BENEFICIARIES.** The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person, including any Seconded Employee.

e. **INVALIDITY.** The invalidity or unenforceability of any provision of this Agreement, including the Schedules attached hereto, will not affect or impair the validity or enforceability of any other provision.

f. **GOOD FAITH AND FURTHER ASSURANCES.** Each party hereto expressly accepts its responsibility of good faith and fair dealing with regard to its obligations under this Agreement and agrees to take such further actions and execute such further documents as may be reasonably necessary or appropriate to complete and carry out the terms and intent hereof. If changes in the operations, facilities or methods of any party hereto would materially benefit any party hereto without detriment to the other parties hereto, each party hereto commits to make reasonable efforts to cooperate and assist each other in making such change. No party hereto will unreasonably withhold, condition or delay its compliance with any reasonable request made under this Agreement.

g. **HEADINGS; CONSTRUCTION.** 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 any party hereto.

h. **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).

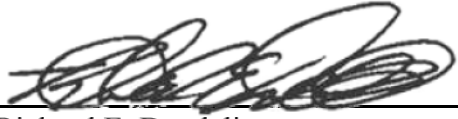
i. **ENTIRE AGREEMENT.** This Agreement, including the Schedules attached hereto, constitutes the entire agreement among the parties hereto relating to the subject matter hereof and supersedes, in its entirety, the Original Agreement, including the Schedules thereto. This Agreement may only be amended or supplemented by writing executed by each of the parties hereto.

j. **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, each party hereto has executed this Agreement as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC,
a Delaware limited liability company

By: 
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC,
a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

MURRAY BOILER LLC,
a North Carolina limited liability company

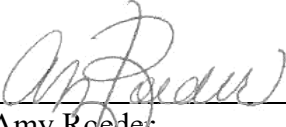
By: _____
Manlio Valdes
President

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TRANE TECHNOLOGIES COMPANY LLC,
a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC,
a North Carolina limited liability company

By:  _____
Amy Roeder
Chief Financial Officer and Treasurer

MURRAY BOILER LLC,
a North Carolina limited liability company

By: _____
Manlio Valdes
President

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Treasurer

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a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

MURRAY BOILER LLC,
a North Carolina limited liability company

By: Manlio Valdes Jr.
Manlio Valdes
President

Seconded Employee Schedule

<u>Name</u>	<u>Role</u>	<u>Recipients Percentage (%)</u>	<u>Aldrich Share (%)</u> *	<u>Murray Share (%)</u> *
Allan Tananbaum	Chief Legal Officer	100%	50%	50%
Phyllis Morey	Attorney	75%	50%	50%
Robert Sands	Attorney	100%	50%	50%

*The sum of Aldrich Share and Murray Share must equal 100%.

Form of Notice of Change to Seconded Employee Schedule

ALDRICH PUMP LLC
800-E Beaty Street
Davidson, North Carolina 28036

MURRAY BOILER LLC
800-E Beaty Street
Davidson, North Carolina 28036

[Date]

Trane Technologies Company LLC
800-E Beaty Street,
Davidson, North Carolina 28036
Email: richard_daudelin@tranetechnologies.com
Attention: Richard E. Daudelin, Treasurer

Re: Amended and Restated Secondment Agreement

Ladies and Gentlemen:

Reference is made to the Amended and Restated Secondment Agreement, dated as of May 1, 2020, among Trane Technologies Company LLC, Aldrich Pump LLC and Murray Boiler LLC (as amended, the “Secondment Agreement”). Terms used herein with initial capital letters have the meanings ascribed thereto in the Secondment Agreement.

Pursuant to Section 1.a of the Amended and Restated Secondment Agreement, Recipients hereby jointly notify Provider that, effective [•] 1, 20[•], the Recipients Portion, Aldrich Share and Murray Share for each Seconded Employee will be as follows:

Name	Role	Recipients Percentage (%)	Aldrich Share (%)*	Murray Share (%)*
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

*The sum of the Aldrich Share and Murray Share must equal 100%.

Pursuant to Section 1.a of the Amended and Restated Secondment Agreement, this notice will constitute as amendment and restatement of the Seconded Employee Schedule.

Very truly yours,

ALDRICH PUMP LLC

By: _____
Name:

Title:

MURRAY BOILER LLC

By: _____

Name:

Title: